



**NOTICE OF MEETING
GOVERNING BODY OF MARBLE FALLS, TEXAS
Tuesday, February 21, 2017– 6:00 pm**

A quorum of the Marble Falls Economic Development Corporation
and the Planning & Zoning Commission may be present

Notice is hereby given that on the 21st day of February, 2017 the Marble Falls City Council will meet in regular session at 6:00 pm in the City Hall Council Chambers located at 800 Third Street, Marble Falls, Texas, at which time the following subjects will be discussed:

1. **CALL TO ORDER AND ANNOUNCE QUORUM IS PRESENT**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES AND TO THE TEXAS FLAG.** *"Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."*
4. **UPDATES, PRESENTATIONS AND RECOGNITIONS**
 - Update from Northland Communications. **Larson Lloyd, General Manager**
 - Update from the Central Texas Water Coalition. **Jo Karr Tedder, President**
 - Presentation of the 2016 Annual Building Report. **Caleb Kraenzel, Assistant City Manager.**
5. **CITIZEN COMMENTS.** *This is an opportunity for citizens to address the City Council concerning an issue of community interest that is not on the agenda. Comments on a specific agenda item must be made when the agenda item comes before the Council. The Mayor may place a time limit on all comments. Any deliberation of an issue raised during Citizen Comments is limited to a proposal to place it on the agenda for a later meeting.*
6. **CONSENT AGENDA.** *The items listed are considered to be routine and non-controversial by the Council and will be approved by one motion. There will be no separate discussion of these items unless a Councilmember so requests, in which case the item will be removed from the Consent Agenda prior to a motion and vote. The item will be considered in its normal sequence on the Regular Agenda.*
 - (a) Approval of the minutes of the February 7, 2017 regular meeting. **Christina McDonald, City Secretary**

- (b) Acceptance of the 2016 Annual Contact Report from the Marble Falls Police Department. **Mark Whitacre, Chief of Police**
- (c) Approval of the purchase of an emergency generator for the new Public Safety Facility. **Mark Whitacre, Chief of Police**
- (d) Acceptance of a private monetary donation for the purchase of a mobile video and body worn camera system for the Marble Falls Police Department. **Mark Whitacre, Chief of Police**
- (e) Approval of Ordinance 2017-O-02H amending Chapter 28 (Nonpoint Source Pollution Control), Article I (General Provisions), Section 28-101 (Charges and Fees), and amending fees associated with the implementation of the Non-Point Source Pollution Prevention Management Program. **Caleb Kraenzel, Assistant City Manager**

7. REGULAR AGENDA. *Council will individually consider and possibly take action on any or all of the following items:*

- (a) Discussion and Action on the Second Reading of Ordinance 2017-O-02C regarding the voluntary annexation into the City Limit of the City of Marble Falls for 75.94 acres of land out of the A. Schroeter Survey No. 4, Abstract No. 1270, The F. Fissler Survey No. 1065, Abstract No. 1328, and the C.M. R.R. Co. Survey No. 3, Abstract No. 1123 in Burnet County, Texas. **Caleb Kraenzel, Assistant City Manager**
- (b) Discussion and Action regarding an interlocal agreement with the City of Meadowlakes for wholesale treated wastewater reuse services. **Eric Belaj, City Engineer**
- (c) Discussion and Action authorizing the City Manager to enter into a Memorandum of Agreement between the City of Marble Falls and the Marble Falls Independent School District in order to provide improved services and facilities at the soccer, baseball, and softball fields currently known as the Rotary Fields. **Mike Hodge, City Manager**
- (d) Discussion and Action on an appointment to Place 7 of the Parks and Recreation Commission. **Christina McDonald, City Secretary**

8. CITY MANAGER'S REPORT

- HEB Grant
- Spring Break Event – March 13-18, 2017

9. EXECUTIVE SESSION

CLOSE OPEN SESSION AND CONVENE EXECUTIVE SESSION pursuant to §551.071 (*Private Consultation between the Council and its Attorney*) and §551.072 (*Deliberation regarding the Purchase, Exchange, Lease or Value of*

Real Property) of the Open Meetings Act. Tex. Gov't. Code, Council will meet in Executive Session to discuss the following:

- Consultation with City Attorney regarding the City's authority to regulate electronic signs
- Transfer of real property to Habitat for Humanity

10. RECONVENE INTO OPEN SESSION FOR POSSIBLE ACTION RESULTING FROM ITEMS DISCUSSED IN EXECUTIVE SESSION.

11. ANNOUNCEMENTS AND FUTURE AGENDA ITEMS.

12. ADJOURNMENT.

"The City Council reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any matters listed on the agenda, as authorized by the Texas Government Code, including, but not limited to, Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551.087 (Economic Development), 418.183 (Deliberations about Homeland Security Issues) and as authorized by the Texas Tax Code, including, but not limited to, Section 321.3022 (Sales Tax Information)."

In compliance with the Americans with Disabilities Act, the City of Marble Falls will provide for reasonable accommodations for persons attending City Council Meetings. To better serve you, requests should be received 24 hours prior to the meeting. Please contact Ms. Christina McDonald, City Secretary at (830) 693-3615.

Certificate of Posting

I, Christina McDonald, City Secretary for the City of Marble Falls, Texas, do certify that this Notice of Meeting was posting at City Hall, in a place readily accessible to the general public at all times, on the 21st day of February, 2017 at 8:00 am and remained so posted for at least 72 continuous hours preceding the scheduled time of said meeting.

/s/ Christina McDonald

Christina McDonald, TRMC
City Secretary

The agenda is also posted on the City's web site www.marblefallstx.gov



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February 21, 2017

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**STATE OF TEXAS
COUNTY OF BURNET
CITY OF MARBLE FALLS**

On this the 7th day of February, 2017 the Council of the City of Marble Falls convened in regular session at 6:00 pm at the Lakeside Pavilion located at 307 Buena Vista, Marble Falls, Texas, with notice of meeting giving time, place, date, and subject having been posted as described in Chapter 551 of the Texas Government Code.

PRESENT:

John Packer	Mayor
Jane Marie Hurst	Mayor Pro-Tem
Rachel Austin-Cook	Councilmember
Craig Magerkurth	Councilmember
Ryan Nash	Councilmember
Reed Norman	Councilmember
Richard Westerman	Councilmember

ABSENT:

None

STAFF:

Mike Hodge	City Manager
Caleb Kraenzel	Assistant City Manager
Patty Akers	City Attorney
Christina McDonald	City Secretary
Christian Fletcher	EDC Executive Director
Eric Belaj	City Engineer
Elizabeth Yeh	City Planner
Mark Whitacre	Police Chief
Russell Sander	Fire Chief
Robert Moss	Parks and Recreation Director
Mike Ingalsbe	Building Official
Steve Eckstein	Police Lieutenant
Ted Young	Police Captain
Glenn Hanson	CID Captain
James Kennedy	Assistant Public Works Director

VISITORS: David Mendez and Tom Pollan (Bickerstaff Attorneys), Andrew Friedman (SAMCO), Glynis Smith (The Highlander), Scott Streit (First Capital Bank), Martin Stary (KC Engineering), Tony Plumlee (Willis Engineering), Megan Klaeger (Council Candidate), Tom Barker (Aladdin Home Store/Proposed Convenience Storage Project), Megan Offutt and Samantha Shirey (Marble Falls High School), Buck Dubray (Tex General Contractors), Darlene Little, Paul and Barbara King

1. **CALL TO ORDER AND ANNOUNCE QUORUM IS PRESENT.** Mayor called the meeting to order at 6:00 pm and announced the presence of a quorum.
2. **INVOCATION.** Councilmember Norman gave the invocation.
3. **PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES AND TO THE TEXAS FLAG.** Mayor Packer led the pledges.
4. **UPDATES, PRESENTATIONS AND RECOGNITIONS**
 - **Presentation of the City's Financial Report for October 1 through December 31, 2016.** Margie Cardenas, Finance Director gave the presentation.
5. **CITIZEN COMMENTS.** There were no citizen comments.
6. **CONSENT AGENDA.**
 - (a) Approval of the minutes of the January 17, 2017 regular meeting and workshop and the January 24, 2017 special meeting and workshop.
 - (b) Approval of the 1st Quarterly Investment Report for the period October 1, 2016 through December 31, 2016.
 - (c) Approval of Ordinance 2017-O-02G calling and ordering a General Election to be held on May 6, 2017 for the purpose of electing a Mayor and three (3) Councilmembers to serve for a term of two (2) years.
 - (d) Approval of an Inter-local Contract between the City of Marble Falls (City) and the Capital Area Rural Transportation System (CARTS) concerning CARTS' use of the City property at 801 N US 281 (Old Train Depot) for a transportation hub.
 - (e) Approval of Ordinance 2017-O-02F amending the Code of Ordinances of the City of Marble Falls, Texas, Chapter 15 (Parks and Recreation), Article II (Conduct in City Parks), Section 15-28 (Reservation, Use and Fee Schedule for Park Facilities) and Article IV (Lakeside Pavilion), Section 15-90 (License Fees).
 - (f) Approval of Resolution 2017-R-02A authorizing the submission of a grant application to the Office of the Governor – FY 2017 State Homeland Security Program Grant for funds to purchase a mobile satellite communications system for the Marble Falls Emergency Services Mobile Command Center.
 - (g) Approval of Resolution 2017-R-02B authorizing the submission of a grant application to the Office of the Governor – FY 2018 Criminal Justice Assistance Grant Program for funds to replace and upgrade the current VHF

mobile radios in the Marble Falls Emergency Services Mobile Command Center.

- (h) Approval of Resolution 2017-R-02C authorizing the submission of a grant application to the Office of the Governor – FY 2017 State Homeland Security Program Grant for funds to purchase a National Incident Based Reporting System (NIBRS) upgrade for the Marble Falls Police Department CAD/RMS System.

Councilmember Norman made a motion to approve the consent agenda. Mayor Pro-Tem Hurst seconded the motion. The consent agenda was approved by a unanimous vote of 7-0.

7. REGULAR AGENDA.

- (a) Public Hearing, Discussion, and Action on Ordinance 2017-O-02D regarding a rezoning request from Main Street District (MSD) to Planned Development District (PDD) with base zoning of Main Street District (MSD) for Lot 1-B, Block 332, Marble Falls Original Township, City of Marble Falls, Burnet County, Texas. Mayor Packer opened the public hearing. Elizabeth Yeh, City Planner addressed Council. There being no further discussion, Mayor Packer closed the public hearing and read the caption of the ordinance.

After some discussion, Councilmember Nash made a motion to approve Ordinance 2017-O-02D with amendments to Section IV, Paragraph 3, being that the final landscape plan will be consistent with the Downtown Master Plan and improvements recently constructed in the public right-of-way. Mayor Pro-Tem Hurst seconded the motion. The motion carried by a vote of 7-0.

- (b) Public Hearing, Discussion, and Action on Ordinance 2017-O-02E regarding a Conditional Use Permit, with site plan approval, to allow Convenience Storage within the General Commercial Base District (C-3) on Tract 2-A, Resubdivision No. 3, Marble Falls Industrial Park, Section One, City of Marble Falls, Burnet County, Texas. Mayor Packer opened the public hearing. Elizabeth Yeh, City Planner addressed Council. There being no further discussion, Mayor Packer closed the public hearing and read the caption of the ordinance.

Mayor Pro-Tem Hurst made a motion to approve Ordinance 2017-O-02E. Councilmember Norman seconded the motion. The motion carried by a vote of 7-0.

- (c) Discussion and Action regarding a Construction Plat for the Gregg Ranch at Marble Falls Subdivision, Phase One, being 45.48 acres out of the A. Bradley Survey No. 79, Abstract No. 61, City of Marble Falls, Burnet County, Texas. Elizabeth Yeh, City Planner addressed Council. Mayor Pro-Tem Hurst made a

motion to approve the construction plat for Gregg Ranch Phase one as presented with the waiver request and the following conditions:

1. That the Traffic Impact Analysis and construction plans be updated with final revisions based on city staff review comments and resubmitted prior to issuance of a site development permit.
2. That construction plans for the pocket park be submitted and approved by the city staff prior to final plat approval.

Councilmember Westerman seconded the motion. The motion carried by a vote of 7-0.

Mayor Packer opened items 7(d) and 7(e) for discussion. Finance Director Margie Cardenas introduced Tom Pollan (Bickerstaff Attorney) and Financial Advisor Andrew Friedman (SAMCO) who in turn addressed Council.

(d) Discussion and Action on first and final reading of Ordinance 2017-O-02A authorizing the issuance of approximately \$1,800,000 "City of Marble Falls, Texas Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2017"; authorizing the sale thereof; and enacting provisions incident and related to the issuance of said Certificates. Councilmember Magerkurth made a motion to approve Ordinance 2017-O-02A. The motion was seconded by Councilmember Norman and carried by a unanimous vote (7-0).

(e) Discussion and Action on first and final reading of Ordinance 2017-O-02B authorizing the issuance of approximately \$6,880,000 "City of Marble Falls, Texas General Obligation Refunding Bonds, Series 2017"; authorizing the refunding of certain outstanding obligations; levying a continuing direct annual ad valorem tax on all taxable property within the City for the payment thereof and the assessment and collection of such taxes; creating a sinking fund for the redemption thereof; authorizing the sale thereof; authorizing an escrow agreement; and enacting other provisions relating to the purposes of this Ordinance. Councilmember Magerkurth made a motion to approve Ordinance 2017-O-02B. Councilmember Westerman seconded the motion. The motion carried by a vote of 7-0.

7:10 pm Council took a brief recess

7:30 pm Mayor called the meeting back to order

(f) Discussion and Action regarding recommendation of contract award for the Broadway Street reconstruction. Eric Belaj, City Engineer addressed Council. After much discussion regarding the project, Councilmember Nash made a motion to award the contract for the Broadway Street reconstruction to Ross Construction in the amount of \$470,272.80. Councilmember Westerman seconded the motion. The

motion carried by a vote of 5-2, with Councilmembers Norman and Magerkurth voting in opposition.

- (g) **Discussion and Action regarding acceptance of land donations and easements of +/- 4.7 acres of land and 0.038 acres of easement area, and 0.142 acres of temporary construction easement to the City of Marble Falls, for future land contribution for construction of the US 281 widening project from East RM 2147 to SH 71, authorizing the Mayor to execute warranty deed(s) from Ellison Roper Land Corp. and from Thomas E. Taylor, individually, and Thomas A. Edwards and Bonnie K. Edwards, Trustees of the Thomas A. Edwards and Bonnie K. Edwards Family Trust.** Caleb Kraenzel, Assistant City Manager addressed Council. Councilmember Westerman made a motion to accept the land donations and easements of +/- 4.7 acres of land and 0.038 acres of easement area, and 0.142 acres of temporary construction easement to the City of Marble Falls, for future land contribution for construction of the US 281 widening project from East RM 2147 to SH 71, authorizing the Mayor to execute warranty deed(s) from Ellison Roper Land Corp. and from Thomas E. Taylor, individually, and Thomas A. Edwards and Bonnie K. Edwards, Trustees of the Thomas A. Edwards and Bonnie K. Edwards Family Trust and authorize the Mayor to execute the documents. Councilmember Austin- Cook seconded the motion. The motion carried by a vote of 7-0.

8. **CITY MANAGER'S REPORT.** City Manager Mike Hodge gave an update on the new public safety facility followed by a brief presentation by Lieutenant Steve Eckstein.
9. **EXECUTIVE SESSION**
Close Open Session and Convene Executive Session pursuant to §551.087 (*Economic Development*), §551.071 (*Private Consultation between the Board and its Attorney*), §551.072, and (*Deliberation Regarding the Purchase, Exchange, Lease or Value of Real Property*) of the Open Meetings Act. *Tex. Gov't Code*, Council will meet in Executive Session to discuss the following:
- Hotel/Conference Center Development
- 8:30 pm convened to Executive Session
8:55 pm returned to Open Session
10. **RECONVENE INTO OPEN SESSION FOR POSSIBLE ACTION RESULTING FROM ITEMS DISCUSSED IN EXECUTIVE SESSION.** No action was taken.
11. **ANNOUNCEMENTS AND FUTURE AGENDA ITEMS.** Items for the February 21 Council agenda were reviewed.
12. **ADJOURNMENT.** There being no further business to discuss, Councilmember Westerman made a motion to adjourn. Councilmember Austin-Cook seconded

the motion. The motion carried by a vote of and the meeting was adjourned at 9:00 pm.

John Packer, Mayor

ATTEST:

**Christina McDonald, TRMC
City Secretary**

DRAFT

February 21, 2017

6. CONSENT AGENDA

- (b) Acceptance of the 2016 Annual Contact Report from the Marble Falls Police Department. **Mark Whitacre, Chief of Police**
-



Council Agenda Item Cover Memo February 21, 2017

Agenda Item No.: 6(b)
Presenter: Mark N. Whitacre, Chief of Police
Department: Police Department
Legal Review: N/A

AGENDA CAPTION

Acceptance by City Council of the Annual Contact Report from the Marble Falls Police Department.

BACKGROUND INFORMATION

In 2001, the Texas Legislature passed the Texas Racial Profiling Law (S.B. 1074). Since becoming effective, the Marble Falls Police Department, in accordance with the law, has collected contact data for the purpose of identifying and addressing (if necessary) concerns regarding racial profiling practices by police officers. In 2009, the Texas Racial Profiling Law was modified and new requirements are now in place. The modification consisted of adding "Middle Eastern" to the ethnicity category.

In this report, you will find documentation that supports the fact that the Marble Falls Police Department has complied with The Texas Racial Profiling Law. This report also contains statistical data relevant to motor vehicle contacts between January 1, 2016 and December 31, 2016. The data and supporting documentation presented in this report support the notion that the Marble Falls Police Department is committed to the identification and resolution (if necessary) of all issues relevant to racial profiling according to the state law.

[View report.](#)

The Marble Falls Police Department Annual Contact Report ~2016~



February 21, 2017

Marble Falls City Council
Marble Falls, Texas 78654

Dear Distinguished Members of the City Council,

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Sincerely,

Mark N. Whitacre
Chief of Police

THE CITY OF MARBLE FALLS MARBLE FALLS POLICE DEPARTMENT POLICY ON RACIAL PROFILING

I. PURPOSE

- A. The purpose of the policy is to reaffirm the City of Marble Falls Police Department's commitment to unbiased policing in all its encounters between officer and any person; to reinforce procedures that serve to ensure public confidence and mutual trust through the provision of services in a fair and equitable fashion; and to protect our officers from unwarranted accusations of misconduct when they act within the dictates of departmental policy and the law.

II. POLICY

- A. It is the policy of this department to police in a proactive manner and, to aggressively investigate suspected violations of law. Officers shall actively enforce state and federal laws in a responsible and professional manner, without regard to race, ethnicity or national origin. Officers are strictly prohibited from engaging in racial profiling as defined in this policy. This policy shall be applicable to all persons, whether drivers, passengers or pedestrians.
- B. Officers shall conduct themselves in a dignified and respectful manner at all times when dealing with the public. Two of the fundamental rights guaranteed by both the United States and Texas constitutions are equal protection under the law and freedom from unreasonable searches and seizure by government agents. The right of all persons to be treated equally and to be free from unreasonable searches and seizure must be respected. Racial profiling is an unacceptable patrol tactic and will not be condoned.
- C. This policy shall not preclude officers from offering assistance, such as upon observing a substance leaking from a vehicle, a flat tire, or someone who appears to be ill, lost or confused. Nor does this policy prohibit stopping someone suspected of a crime based upon observed actions and/or information received about the person.

III. DEFINITIONS

- A. **Racial Profiling** – A law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.
 - 1. Racial profiling pertains to persons who are viewed as suspects or potential suspects of criminal behavior. The term is not relevant as it pertains to witnesses, complainants or other citizen contacts.
 - 2. The prohibition against racial profiling does not preclude the use of race, ethnicity or national origin as factors in a detention decision. Race, ethnicity or national origin may be legitimate factors in a detention decision when used as part of an actual description of a specific suspect for whom an officer is searching. Detaining an individual and conducting an inquiry into that person's activities simply because of that individual's race, ethnicity or national origin is racial profiling. Examples of racial profiling include but are not limited to the following:
 - a. Citing a driver who is speeding in a stream of traffic where most other drivers are speeding because of the cited driver's race, ethnicity or national origin.

- b. Detaining the driver of a vehicle based on the determination that a person of that race, ethnicity or national origin is unlikely to own or possess that specific make or model of vehicle.
 - c. Detaining an individual based upon the determination that a person of that race, ethnicity or national origin does not belong in a specific part of town or a specific place.
- 3. A law enforcement agency can derive at two principles from the adoption of this definition of racial profiling:
 - a. Police may not use racial or ethnic stereotypes as factors in selecting whom to stop and search, while police may use race in conjunction with other known factors of the suspect.
 - b. Law enforcement officers may not use racial or ethnic stereotypes as factors in selecting whom to stop and search. Racial profiling is not relevant as it pertains to witnesses, etc.
- B. **Race or Ethnicity** – Of a particular decent, including Caucasian, African, Hispanic, Asian, Middle Eastern or Other.
- C. **Pedestrian Stop** – An interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.
- D. **Traffic Stop** – A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic.

IV. TRAINING

- A. Officers are responsible to adhere to all Texas Commission on Law Enforcement Officer (TCOLE) training and the Law Enforcement Management Institute of Texas (LEMIT) requirements as mandated by law.
- B. All officers shall complete a TCOLE training and education program on racial profiling no later than the second anniversary of the date the officer is licensed under Chapter 1701 of the Texas Occupations Code or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier. A person, who on September 1, 2001, held a TCOLE intermediate proficiency certificate, or who had held a peace officer license issued by TCOLE for a least two years, shall complete a TCOLE training and education program on racial profiling no later than September 1, 2003.
- C. The Chief of Police, as part of the initial training and continued education for such appointment, will be required to attend the LEMIT program on racial profiling.
- D. An individual appointed or elected as a police chief before the effective date of this Act shall complete the program on racial profiling established under Subsection (j), Section 96.641, Education Code, as added by this Act, not later than September 1, 2003.

V. COMPLAINT INVESTIGATION

- A. The department shall accept complaints from any person who believes he or she has been stopped or searched based on racial, ethnic or national origin profiling. No person shall be discouraged, intimidated or coerced from filing a complaint, nor discriminated against because he or she filed such a complaint.
- B. Any employee who receives an allegation of racial profiling, including the officer who initiated the stop, shall record the person's name, address and telephone number, and forward the complaint

through the appropriate channel or direct the individual(s). Any employee contacted shall provide to that person a copy of a complaint form or the department process for filing a complaint. All employees will report any allegation of racial profiling to their superior before the end of their shift.

- C. Investigation of a complaint shall be conducted in a thorough and timely manner. All complaints will be acknowledged in writing to the initiator who will receive disposition regarding said complaint within a reasonable period of time. The investigation shall be reduced to writing and any reviewer's comments or conclusions shall be filed with the chief. When applicable, findings and/or suggestions for disciplinary action, retraining, or changes in policy shall be filed with the chief.
- D. If a racial profiling complaint is sustained against an officer, it will result in appropriate corrective and/or disciplinary action, up to and including termination.
- E. If there is a departmental video or audio recording of the events upon which a complaint of racial profiling is based, upon commencement of an investigation by this department into the complaint and written request of the officer made the subject of the complaint, this department shall promptly provide a copy of the recording to that officer.

VI. PUBLIC EDUCATION

- A. This department will inform the public of its policy against racial profiling and the complaint process. Methods that may be utilized to inform the public are the news media, radio, service or civic presentations, the Internet, as well as governing board meetings. Additionally, information will be made available as appropriate in languages other than English.

VII. CITATION DATA COLLECTION & REPORTING

- A. An officer is required to collect information relating to traffic stops in which a citation is issued. On the citation officers must include:
 - 1. the violators race or ethnicity;
 - 2. whether a search was conducted;
 - 3. was the search consensual; and
 - 4. arrest for this cited violation or any other violation.

VIII. USE OF VIDEO AND AUDIO EQUIPMENT

- A. Each motor vehicle used by this department to make traffic and pedestrian stops is equipped with a video camera and transmitter-activated equipment, and each motorcycle regularly used by this department to make traffic and pedestrian stops is equipped with transmitter-activated equipment; and
- B. Each traffic and pedestrian stop made by an officer of this department that is capable of being recorded by video and audio, or audio, as appropriate, is recorded.
- C. This department shall retain the video and audiotapes, or the audiotape of each traffic and pedestrian stop for at least ninety (90) days after the date of the stop. If a complaint is filed with this department alleging that one of our officers has engaged in racial profiling with respect to a traffic or pedestrian stop, this department shall retain the video and audiotapes, or the audiotape of the stop until final disposition of the complaint.
- D. Supervisors will ensure officers of this department are recording their traffic and pedestrian stops. A recording of each officer will be reviewed at least once every ninety (90) days.

- E. If the equipment used to record audio and/or video of the traffic or pedestrian stops is malfunctioning or otherwise not operable, the officer making the stop may properly record and report the information as required in Section VIII of this policy.

IX. COLLECTION AND REPORTING INFORMATION GATHERED FROM TRAFFIC AND PEDESTRIAN STOPS WITHOUT THE USE OF VIDEO AND AUDIO EQUIPMENT

- A. An officer who stops a motor vehicle for an alleged violation of a law or ordinance regulation traffic, or who stops a pedestrian for any suspected offense, shall record and report the following information:
 - 1. A physical description of each person detained as a result of the stop, including:
 - a. The person's gender;
 - b. The person's race or ethnicity, as stated by the person or as determined by the officer to the best of his/her ability.
 - 2. The street address or approximate location of the stop. The suspected offense or the traffic law or ordinance alleged to have been violated.
 - 3. Whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search.
 - 4. Whether probable cause to search existed and, if so, the fact(s) supported the existence of that probable cause.
 - 5. Whether any contraband was discovered in the course of the search and, if so, the type of contraband discovered.
 - 6. Whether the officer made an arrest as a result of the stop and/or search and, if so, a statement of the offense charged.
 - 7. Whether the officer issued a warning or a citation as a result of the stop and, if so, a statement of the offense charged.
- B. This department shall compile and analyze the information contained in these individual reports. Not later than March 1st of each year, this department shall submit a report to our governing body containing the information compiled from the preceding calendar year. This report will include:
 - 1. A comparative analysis of the information contained in the individual reports in order to:
 - a. Determine the prevalence of racial profiling by officers in this department; and
 - b. Examine the disposition of traffic and pedestrian stops made by this department's officers, including searches resulting from stops.
 - 2. Information relating to these individual reports regarding each complaint filed with this department alleging racial profiling.

This report will not include identifying information about a peace officer who makes a stop or about an individual who is stopped or arrested by a peace officer.

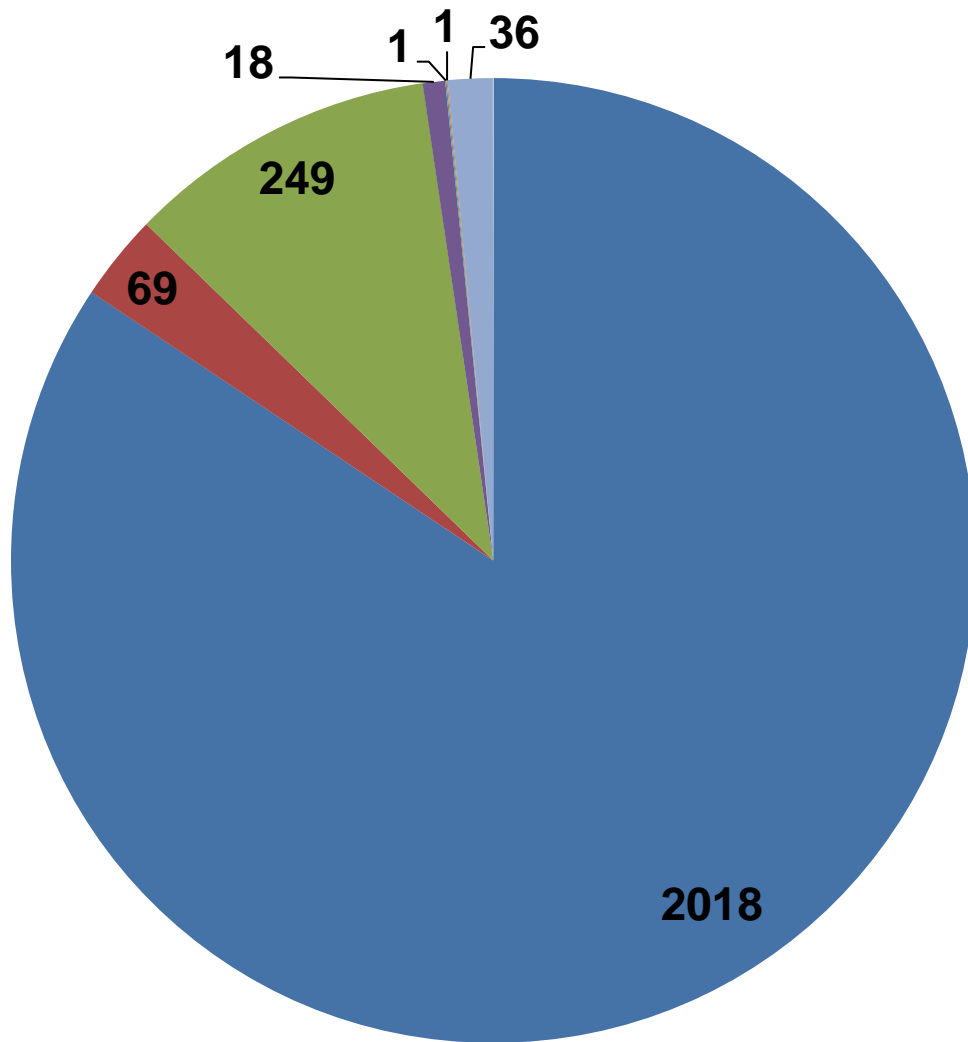
Motor Vehicle-Related Contact Information (January 1, 2016 — December 31, 2016)

Race/Ethnicity*	Contacts		Searches		Consensual Searches		PC Searches		Custody Arrests	
	N	%	N	%	N	%	N	%	N	%
Caucasian	2018	84.40%	52	71.23%	9	75.00%	43	70.49%	35	63.64%
African	69	2.89%	3	4.11%	0	0.00%	3	4.92%	2	3.63%
Hispanic	249	10.41%	18	24.66%	3	25.00%	15	24.59%	18	32.73%
Asian	18	0.75%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Middle Eastern	1	0.04%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Other	36	1.51%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Total	2391	100%	73	100%	12	100%	61	100%	55	100%

“N” represents “number” of traffic-related contacts

* Race/Ethnicity is defined by Senate Bill 1074 as being of a “particular descent, including Caucasian, African, Hispanic, Asian, Middle Eastern or Other”.

**Motor Vehicle-Related Contact Information
(January 1, 2016 — December 31, 2016)**



■ Caucasian	■ African
■ Hispanic	■ Asian
■ Middle Eastern	■ Other

Total Number of Officers Knowing/Not Knowing
Race/Ethnicity of Individuals Before Being Detained
(January 1, 2016 through December 31, 2016)

Total Number of Officers Who <u>Knew</u> Race and Ethnicity of Individual Before Being Detained	Total Number of Officers Who <u>Did Not</u> <u>Know</u> the Race and Ethnicity of Individual Before Being Detained
76	2,315

**Comparison of Twelve-Year Traffic and Motor Vehicle-Related Contact
Information
(January 1, 2005 – December 31, 2016)**

Race/Ethnicity*												
	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
Caucasian	83.71%	78.50%	77.97%	81.50%	82.73%	81.69%	84.37%	88.34%	89.89%	91.01%	82.75%	84.40%
African	2.02%	3.09%	2.36%	2.37%	2.45%	2.19%	3.02%	3.00%	3.27%	2.37%	4.25%	2.89%
Hispanic	14.02%	18.21%	19.34%	15.45%	14.38%	15.50%	11.34%	7.64%	6.05%	5.84%	11.95%	10.41%
Asian	0.06%	0.15%	0.18%	0.48%	0.31%	0.45%	0.55%	0.66%	0.59%	0.30%	0.50%	0.75%
Middle Eastern	-	-	-	-	-	0.00%	0.72%	0.32%	0.15%	0.12%	0.30%	0.04%
Other	0.16%	0.02%	0.15%	0.20%	0.13%	0.17%	0.00%	0.04%	0.05%	0.36%	0.25%	1.51%
Total**	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%

* Race/Ethnicity is defined by Texas Senate Bill 1074 as being of a “particular descent, including Caucasian, African, Hispanic, Asian, or Other”.

** Figure has been rounded.

Twelve-Year Comparison

The twelve-year comparison from 2005 through 2016 showed similarities with respect to the traffic-related contacts. As evident in the Table, the percentage of drivers contacted by our officers (in traffic-related incidents) remains consistent over the past twelve years.

Contact Information

For additional questions regarding the information presented in this report, please contact:

Marble Falls Police Department
209 Main Street
Marble Falls, Texas 78654
(830) 693-3611

February 21, 2017

6. CONSENT AGENDA

- (c) Approval of the purchase of an emergency generator for the new Public Safety Facility. **Mark Whitacre, Chief of Police**
-



Council Agenda Item Cover Memo

February 21, 2017

Agenda Item No.: 6 (c)
Presenter: Mark N. Whitacre, Chief of Police
Department: Police Department
Legal Review: N/A

AGENDA CAPTION

Approval of the purchase of an Emergency Generator for the new Public Safety Facility.

BACKGROUND INFORMATION

The Marble Falls Police Department is seeking approval to purchase an Emergency Back-up Generator and ATS (Automatic Transfer Switch) for the new Public Safety Facility currently under construction at 606 Avenue N, Marble Falls, Texas.

The vendor is Loftin Equipment Company, Inc. of San Antonio, Texas. The price quoted is under HGAC (Houston Galveston Area Council) Buy Board contract #GE02-16 in the amount of \$154,174. The Generator is a Kohler 300 kW, Natural Gas engine with a weather protective enclosure. The price quote includes an Automatic Transfer Switch (ATS) and the labor costs for electrical connections and testing of the equipment.

HGACBuy		CONTRACT PRICING WORKSHEET For Standard Equipment Purchases		Contract No.:	GE02-16	Date Prepared:	13-Feb-17
<p><i>This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.</i></p>							
Buying Agency:	City of Marble Falls			Contractor:	Loflin Equipment Company, Inc.		
Contact Person:				Prepared By:	Bryan Dietert		
Phone:				Phone:	281-310-6858 ext 313		
Fax:				Fax:			
Email:				Email:	bryand@loftinequip.com		
Product Code:	AE18	Description:	300REZXB: Natural Gas: Output, Standby: 300 kW, 60 Hz, Engine: Deer 9.0 L, 463 HP				
A. Product Item Base Unit Price Per Contractor's H-GAC Contract:							50038
B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable (Note: Published Options are options which were submitted and priced in Contractor's bid.)							
Description		Cost	Description		Cost		
300 kW Gas Engine - 300REZXB - chng engine diesel to gas		96103	Unit features: 4M4019 alternator, set up for 120/208 V, 3 ph				
			1000 amp main LCB - 100% rated w/shunt trip				
WPE - Weather Protective Enclosure		4530	300 kW natural gas rating; Starting battery/rack/cables				
GSH - Generator Strip Heater		464	Block heater, 208 VAC @ 6000 w, lube oil/antifreeze				
RR - Run Relay		55	Flex fuel line and fuel gas filter furnished loose				
IN/OUT - Input/Output module for DEC-3000		139	Field testing with building load only				
OV - Overvoltage Protection		99	One set of production literature				
2WAR - Upgrade Warranty to 2 Year/2000 Hours		1037	Primary fuel regulator by others				
ANN - Remote Annunciator Panel -RSA		600	Natural gas fuel only				
CHA - Battery Charger w/Alarms, 10 amp output		456	Subtotal From Additional Sheet(s):				
All- KSS-AMTC-1000S, 1000A ATS, 3 pole, NEMA 3R		10100			Subtotal B:		113583
C. Unpublished Options - Itemize below - Attach additional sheet if necessary (Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)							
Description		Cost	Description		Cost		
Change HGAC base ATS voltage to 120/208 VAC		1					
New model KSS-ACTC-1000S							
208 V, 3 pole, 4 wire, NEMA 3R							
			Subtotal From Additional Sheet(s):				
					Subtotal C:		1
Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).				For this transaction the percentage is:		0%	
D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)							
Quantity Ordered:	1	X	Subtotal of A + B + C:	163622	=	Subtotal D:	163622
E. Other Charges, Trade-Ins, Allowances, Discounts, Etc.							
Description		Cost	Description		Cost		
One time only special discount		-15,770.00					
Freight/Start up at Marble Falls, TX		6322					
					Subtotal E:		-9448
Delivery Date:		13 - 14 weeks		F. Total Purchase Price (D+E):		154174	



CONTRACT PRICING WORKSHEET

For Standard Equipment Purchases

Contract
No.:

GE02-16

Date
Prepared:

13-Feb-17

*This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.*

Buying Agency:	City of Marble Falls	Contractor:	Loftin Equipment Company, Inc.
Contact Person:		Prepared By:	Bryan Dietert
Phone:		Phone:	281-310-6858 ext 313
Fax:		Fax:	
Email:		Email:	bryand@loftinequip.com

Product Code:	AE18	Description:	300REZXB: Natural Gas; Output, Standby: 300 kW, 60 Hz, Engine: Deer 9.0 L, 463 HP
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract:	50038
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B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
300 kW Gas Engine - 300REZXB - chng engine diesel to gas	96103	Unit features: 4M4019 alternator, set up for 120/208 V, 3 ph	
		1000 amp main LCB - 100% rated w/shunt trip	
WPE - Weather Protective Enclosure	4530	300 kW natural gas rating; Starting battery/rack/cables	
GSH - Generator Strip Heater	464	Block heater, 208 VAC @ 6000 w, lube oil/antifreeze	
RR - Run Relay	55	Flex fuel line and fuel gas filter furnished loose	
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2WAR - Upgrade Warranty to 2 Year/2000 Hours	1037	Primary fuel regulator by others	
ANN - Remote Annunciator Panel -RSA	600	Natural gas fuel only	
CHA - Battery Charger w/Alarms, 10 amp output	456	Subtotal From Additional Sheet(s):	
All- KSS-AMTC-1000S, 1000A ATS, 3 pole, NEMA 3R	10100	Subtotal B:	113583

C. Unpublished Options - Itemize below - Attach additional sheet if necessary
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Change HGAC base ATS voltage to 120/208 VAC	1		
New model KSS-ACTC-1000S			
208 V, 3 pole, 4 wire, NEMA 3R			
		Subtotal From Additional Sheet(s):	
		Subtotal C:	1

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 0%

D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	163622	=	Subtotal D:	163622
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E. Other Charges, Trade-Ins, Allowances, Discounts, Etc.

Description	Cost	Description	Cost
One time only special discount	-15,770.00		
Freight/Start up at Marble Falls, TX	6322		
		Subtotal E:	-9448

Delivery Date:	13 - 14 weeks	F. Total Purchase Price (D+E):	154174
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February 21, 2017

6. CONSENT AGENDA

- (d) Acceptance of a private monetary donation for the purchase of a mobile video and body worn camera system for the Marble Falls Police Department. **Mark Whitacre, Chief of Police**
-



Council Agenda Item Cover Memo

February 21, 2017

Agenda Item No.: 6 (d)
Presenter: Mark N. Whitacre, Chief of Police
Department: Police Department
Legal Review: Yes

AGENDA CAPTION

Acceptance of a private monetary donation for the purchase of a mobile video and body worn camera system for the Marble Falls Police Department.

BACKGROUND INFORMATION

In June of last year, Chief Whitacre was approached by a local resident, Mr. Robert Ruff of 1204 Los Escondidos Rd., who expressed a desire to assist with any unfunded needs of the Police Department. During this meeting several items were discussed but no specific dollar amounts were identified as the Police Department had several Grant projects submitted or in a non-approved status. Mr. Ruff advised that he would check back with Chief Whitacre in approximately six months.

In mid January of this year, Mr. Ruff met with Chief Whitacre once again. It was during this meeting that Chief Whitacre briefed Mr. Ruff about a shortfall in funding to replace our mobile video systems within all of our marked patrol vehicles and to implement an integrated Body Worn Camera system to that system.

Total costs for the identified Mobile/Body Worn Camera system is \$127,683.36. The Marble Falls Police Department, through normal budget process and two separate Grant projects, has acquired \$73,437.50, leaving a shortfall of \$54,245.86.

At the conclusion of our discussion, Mr. Ruff stated that he would be willing to write the City of Marble Falls a check for up to \$50,000 to be used for the purchase of this Mobile/Body Worn Camera system. (See attached letter from Mr. Ruff dated 1/24/17). The remainder of the funds required for this purchase, \$4,245.86, can be made through the Police Departments current fiscal year's budget, line item 552-5390, small tools and equipment.

Pursuant to the City of Marble Falls "Donation Acceptance Policy" any monetary donation exceeding \$5,000 must be approved by the City Council.

Chief Whitacre is seeking City Councils approval to accept the \$50,000 donation from Mr. Robert Ruff to assist with the Police Departments purchase of an Integrated Mobile Video and Body Camera system.

Tuesday, January 24, 2017

City of Marble Falls
City of marble Falls Police Department
hand delivered

Dear friends,

I have learned that the MFPD is in need of an upgrade to its video capabilities (on-officer, in-car, etc.) as the current equipment is essentially at end-of-life.

My understanding is that the cost to replace the equipment with a new state-of-the-art solution is approximately \$50,000, and that the City has to date been unable to secure a grant for the purchase.

I would like to make a donation of up to \$50,000 to the City (or to the MFPD directly, whichever is the correct method) to be applied to this purchase, assuming that this donation will allow the purchase to be made in the next few months. There are no other conditions to this offer.

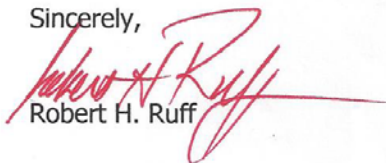
You may reach me at

1204 Los Escondidos Rd
Marble Falls, TX 78654

or
713-562-7112

or
rruff@sovren.com

Sincerely,


Robert H. Ruff

February 21, 2017

6. CONSENT AGENDA

- (e) Approval of Ordinance 2017-O-02H amending Chapter 28 (Nonpoint Source Pollution Control), Article I (General Provisions), Section 28-101 (Charges and Fees) and amending fees associated with the implementation of the Non-Point Source Pollution Prevention Management Program. **Caleb Kraenzel, Assistant City Manager**
-



Council Agenda Item Cover Memo

February 21, 2017

Agenda Item No.: 6(e)

Presenter: Caleb Kraenzel, Assistant City Manager

Department: Administration

Legal Review: ☒ Not Applicable ☐

AGENDA CAPTION

Approval of Ordinance 2017-O-02H amending Chapter 28 (Nonpoint Source Pollution Control), Article I (General Provisions), Section 28-101 (Charges and Fees) and amending fees associated with the implementation of the Non-Point Source Pollution Prevention Management Program.

BACKGROUND INFORMATION

With the recent approval of the Master Fee Ordinance, it is necessary to remove fee information from the above referenced sections of the code of ordinances and replace that fee information with a reference to Appendix C, Master Fee Ordinance. This is an administrative step to eliminate the need to update fees in multiple locations in the future. There are no changes to the actual fees or any other changes.

O ORDINANCE NO. 2017-O-02H

AN ORDINANCE OF THE CITY OF MARBLE FALLS, TEXAS, AMENDING CHAPTER 28, “NONPOINT SOURCE POLLUTION CONTROL;” ARTICLE I, “GENERAL PROVISIONS,” SECTION 28-101, “CHARGES AND FEES” AMENDING FEES ASSOCIATED WITH THE IMPLEMENTATION OF THE NON-POINT SOURCE POLLUTION PREVENTION MANAGEMENT PROGRAM; PROVIDING FINDINGS OF FACT; PROVIDING FOR SEVERABILITY; REPEAL OF CONFLICTING PROVISIONS; PROPER NOTICE AND OPEN MEETING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Marble Falls is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5, of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the Nonpoint Source Pollution Prevention Management Program is the State’s comprehensive strategy to protect and restore water quality and protect our rivers, lakes, and groundwater; and

WHEREAS, the City of Marble Falls has an inherent responsibility to implement nonpoint source pollution controls; and

WHEREAS, the City of Marble Falls collects fees associated with the services provided in implementing the nonpoint source pollution controls; and

WHEREAS, the City Council of the City of Marble Falls finds that said fees are necessary to offset the City’s cost of implementing nonpoint source pollution regulations; and

WHEREAS, the City Council finds that, rather than expenses the nonpoint source pollution regulations being borne by all City taxpayers, such expenses should be attributed to persons and projects to which they apply; and

WHEREAS, the City has published the caption of the amending ordinance on February 10, 2017, as required by Section 3.13 of the City Charter; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MARBLE FALLS, TEXAS:

SECTION I: FINDINGS OF FACT

All of the above premises are hereby found to be true and correct legislative and factual findings of the City of Marble Falls and are hereby approved and incorporated into the body of this ordinance as if copied in their entirety.

SECTION II: AMENDMENT

A. The City of Marble Falls Code of Ordinances, Chapter 28, “Nonpoint Source Pollution Control,” Article I, “General Provisions,” section 28-101, “Charges and fees,” is hereby amended and shall hereafter read as follows:

Sec. 28-101. - Charges and fees.

- (a) The city may adopt reasonable fees for reimbursement of costs of implementing its non-point source pollution prevention management program and the cost of implementing this chapter, which costs may include, but shall not be limited to, the following:
 - (1) Permit Review Fees. Fees for review or re-review of applications and submittals associated with the development or redevelopment of property;
 - (2) Permit Issuance Fees. Fees for inspections and re-inspections, general consultation with the applicant, review and re-reviews of submittals required as conditions for issuance of permits, and for review of maintenance plans;
 - (3) Operation and Maintenance Fee. Fee for issuance of the Operations and Maintenance Permit needed every five (5) years, and consisting of monitoring, inspections, and surveillance including the cost of collecting and analyzing discharges and reviewing monitoring reports submitted by dischargers, and for review of maintenance plans and updates thereto; and
 - (4) Other fees as the city may deem necessary to carry out the requirements contained in this chapter. These fees relate solely to the matters covered by this chapter and are separate from all other fees, fines, and penalties chargeable by the city.
- (b) Fees and charges described above may be combined or separated and shall be billed as described in the Master Fee Schedule, Appendix C, Marble Falls Code of Ordinances, which may be amended from time to time.

B. That subsections (c) through (g) of Section 28-101, Charges and Fees, is removed in their entirety.

SECTION III: SEVERABILITY.

If any section, subsection, clause, phrase or provision of this Ordinance, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to

be invalid, void or unconstitutional, the remaining sections, subsection, clauses, phrases and provisions of this Ordinance, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION IV: EFFECTIVE DATE.

This Ordinance shall be and become effective immediately upon and after its passage and publication as provided by law.

SECTION V: REPEALER

All ordinances or parts of ordinances in force when the provisions of this Ordinance become effective that are inconsistent or in conflict with the terms and provisions contained herein are hereby repealed to the extent of such conflict.

SECTION VI: PROPER NOTICE AND MEETING

The City Council hereby finds and determines that the meeting at which this Ordinance was adopted was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED by the City Council of the City of Marble Falls, Texas, on the 21st day of February, 2017.

John Packer, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina McDonald, City Secretary

Patty L. Akers, City Attorney

February 21, 2017

7. REGULAR AGENDA

- (a) Discussion and Action on the Second Reading of Ordinance 2017-O-02C regarding the voluntary annexation into the City Limit of the City of Marble Falls for 75.94 acres of land out of the A. Schroeter Survey No. 4, Abstract No. 1270, The F. Fissler Survey No. 1065, Abstract No. 1328, and the C.M. R.R. Co. Survey No. 3, Abstract No. 1123 in Burnet County, Texas. **Caleb Kraenzel, Assistant City Manager**
-



Council Agenda Item Cover Memo

February 21, 2017

Agenda Item No.: 7(a)
Presenter: Caleb Kraenzel, Assistant City Manager
Department: Development Services/Administration
Legal Review: ☒

AGENDA CAPTION

Discussion and Action on the Second Reading of Ordinance 2017-O-02C regarding the voluntary annexation into the City Limit of the City of Marble Falls for 75.94 acres of land out of the A. Schroeter Survey No. 4, Abstract No. 1270, The F. Fissler Survey No. 1065, Abstract No. 1328, and the C.M. R.R. Co. Survey No. 3, Abstract No. 1123 in Burnet County, Texas.

BACKGROUND INFORMATION

This item is the second and final reading of Ordinance 2017-O-02C, to approve the Voluntary Annexation of a 75.94 acre subject area owned by the Ellison Roper Corporation. The subject area is currently located in the City's Extra-Territorial Jurisdiction (ETJ). The property has an existing Development Agreement, executed on November 7, 2012 by the City during the 2012 annexation of the surrounding area. At that time, the property owner exercised the option to postpone annexation for a five (5) year term due to the land being utilized for agricultural/wildlife management. The property owner would now like to bring the subject area into the City Limit for development.

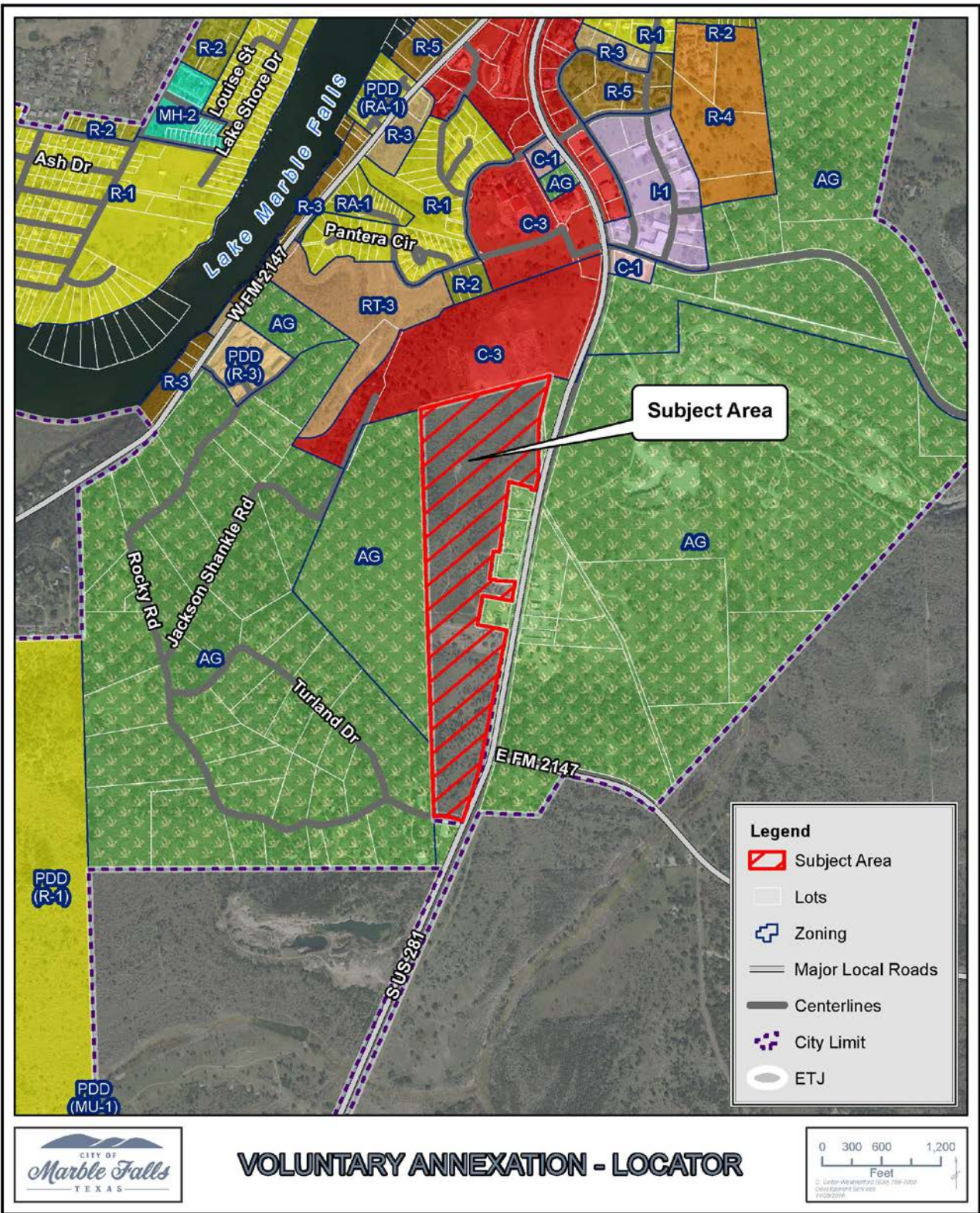
City Council accepted the owner's petition for Voluntary Annexation on January 3, 2017 through the approval and execution of the Intent to Annex Ordinance 2017-O-01B. Public Hearings for the annexation were held on January 17, 2017 and on January 24, 2017, to comply with state statutes.

The Subject Area will be zoned Agricultural (AG) upon annexation. Once this annexation is finalized the goal for the current landowners is to rezone the property into a master planned Planned Development District (PDD).

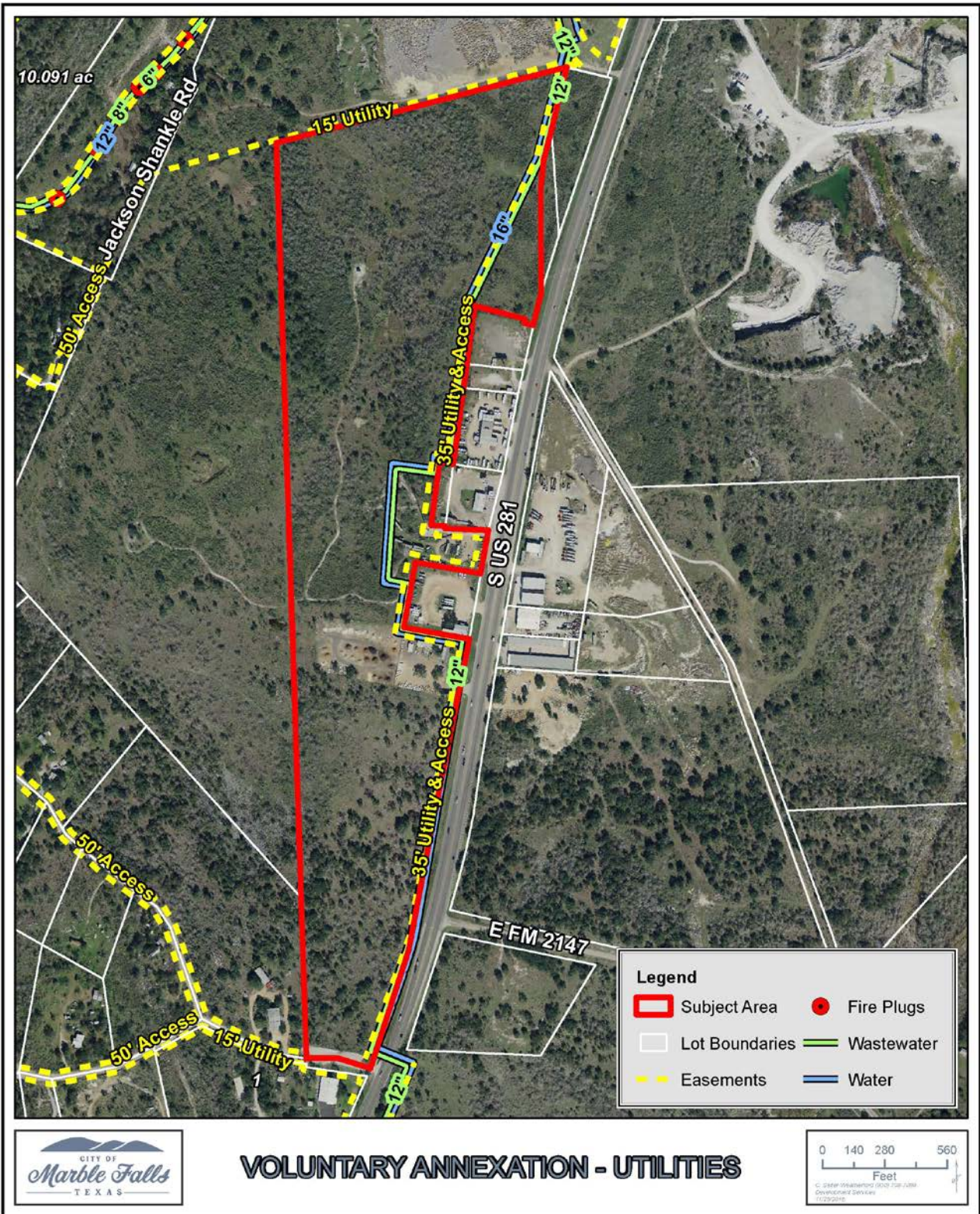
Voluntary annexations processed by the City do not count against the total annexation allowance the City is allotted to conduct annexations.

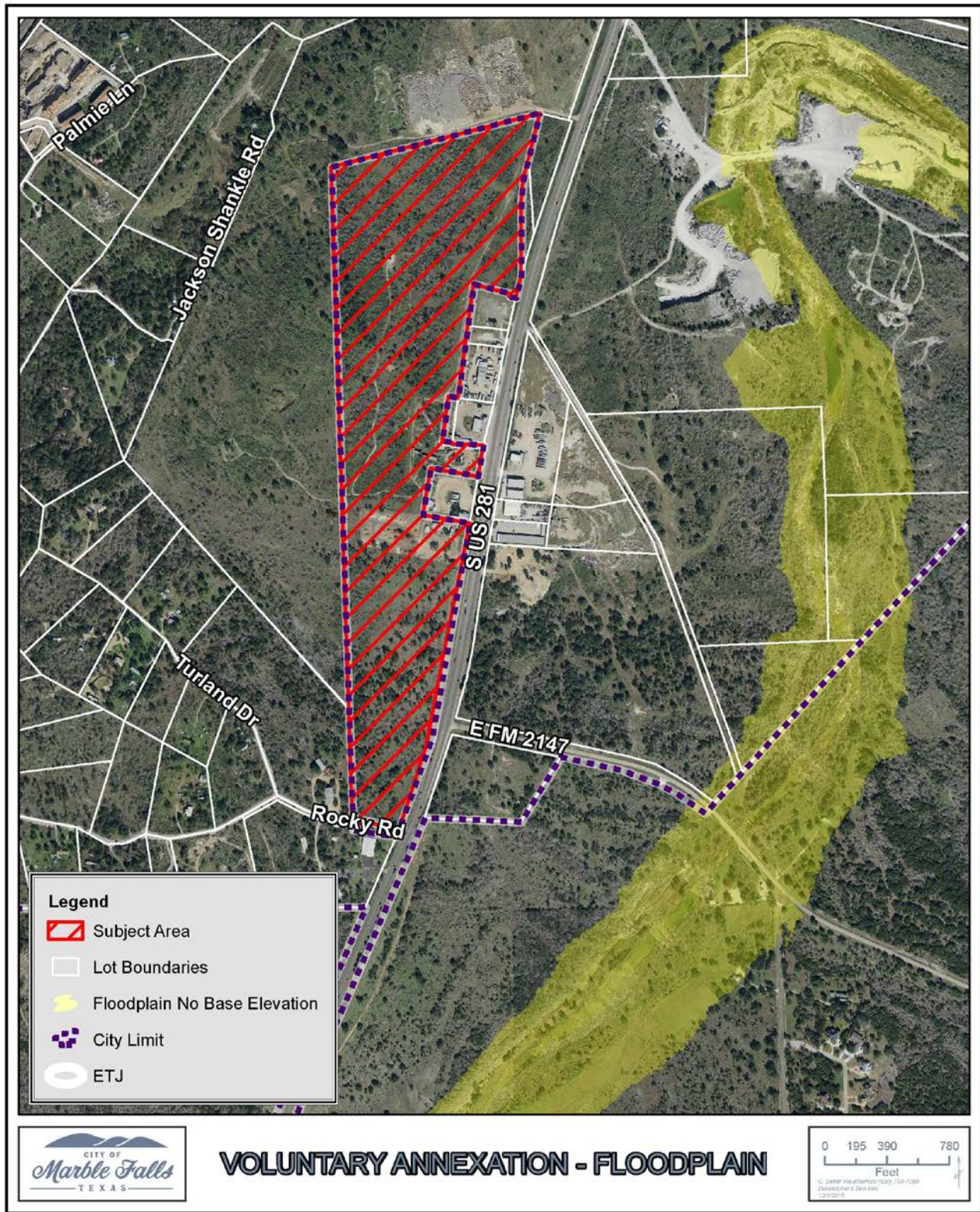
Memo Contents:

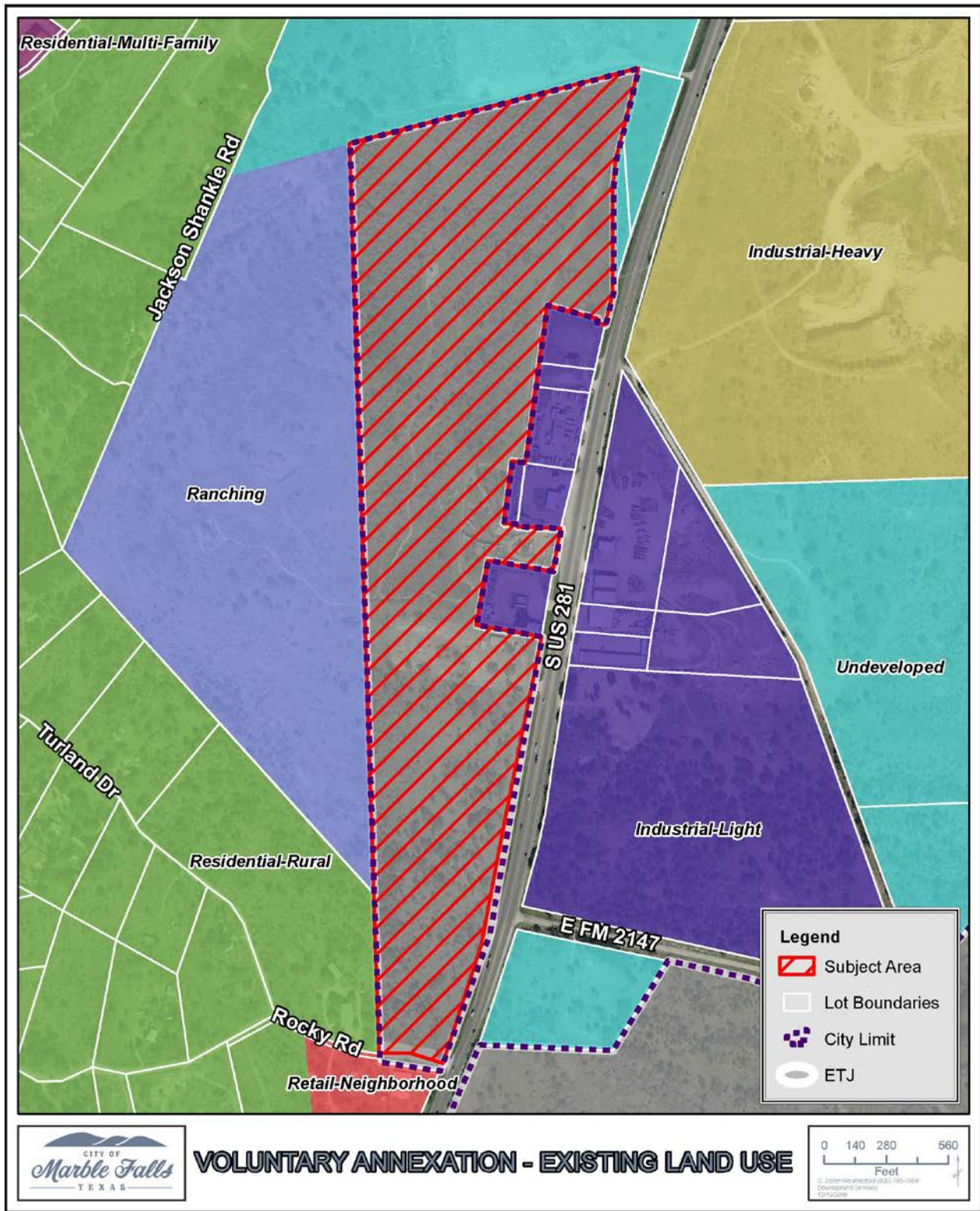
- | | |
|--|----------------------|
| • Informational maps produced by City Staff: | Pages 3 - 10 |
| • Petition: | Pages 11 - 14 |
| • Municipal Service Plan: | Pages 15 - 19 |
| • Annexation Ordinance 2017-O-02C: | Pages 20 - 34 |

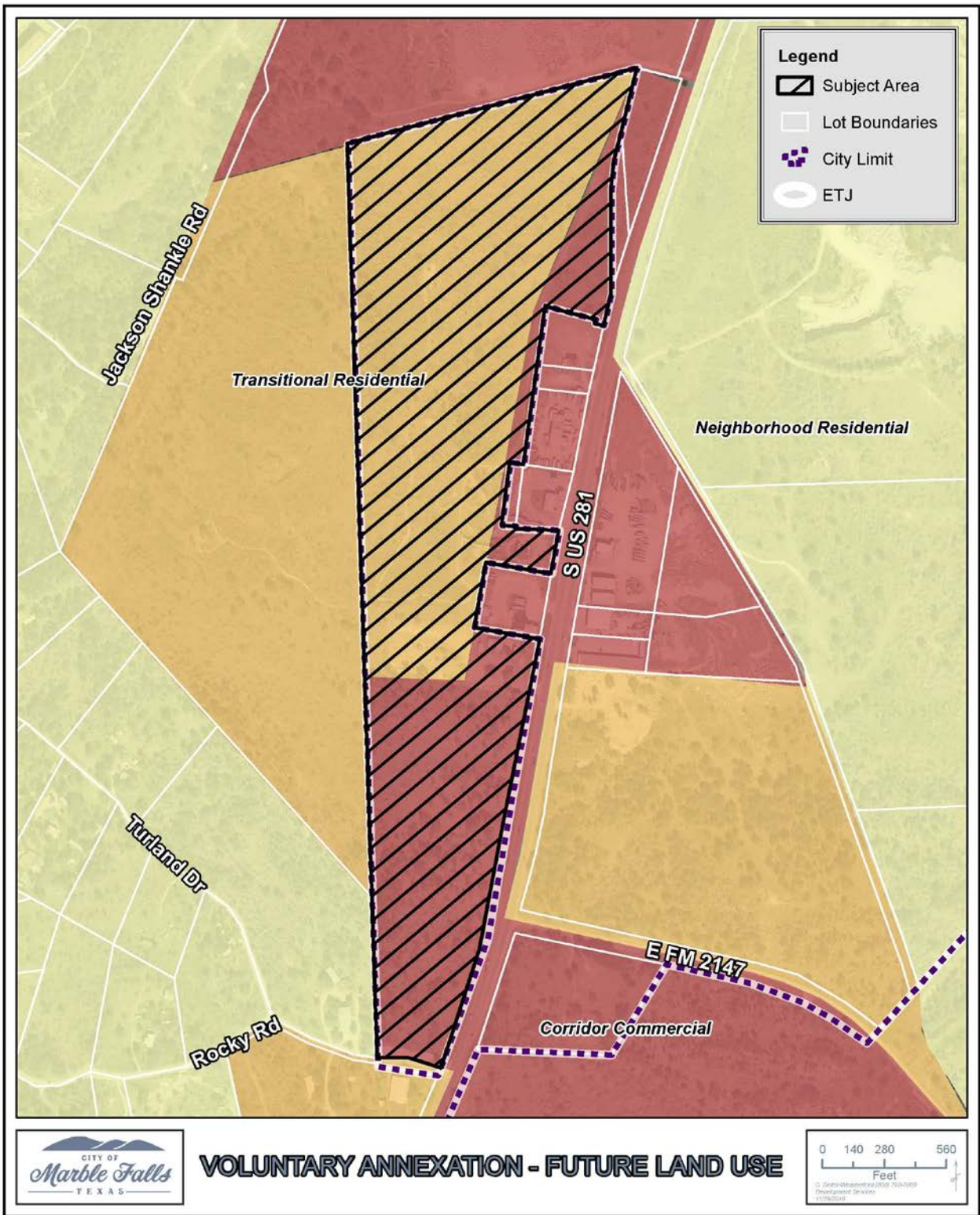


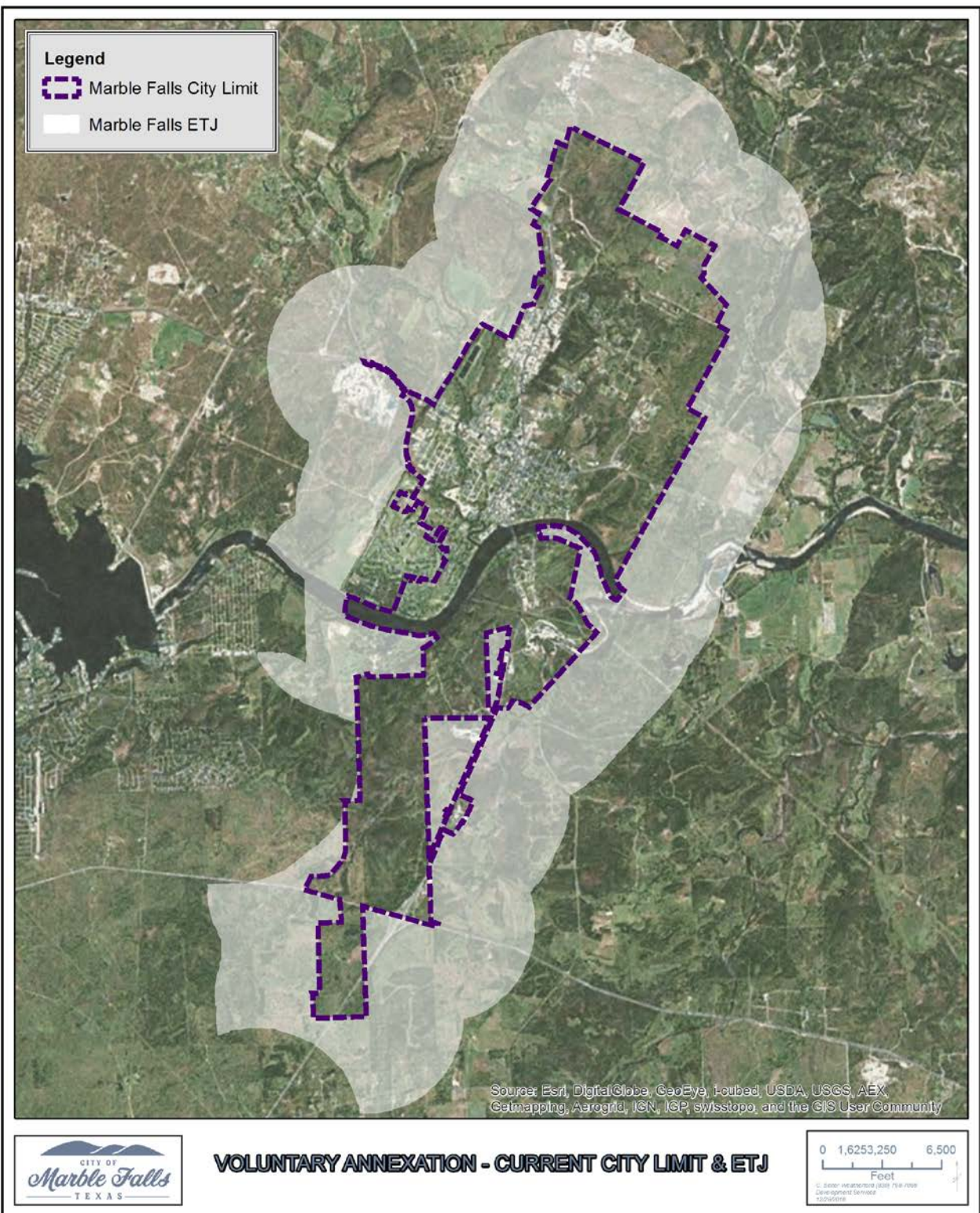


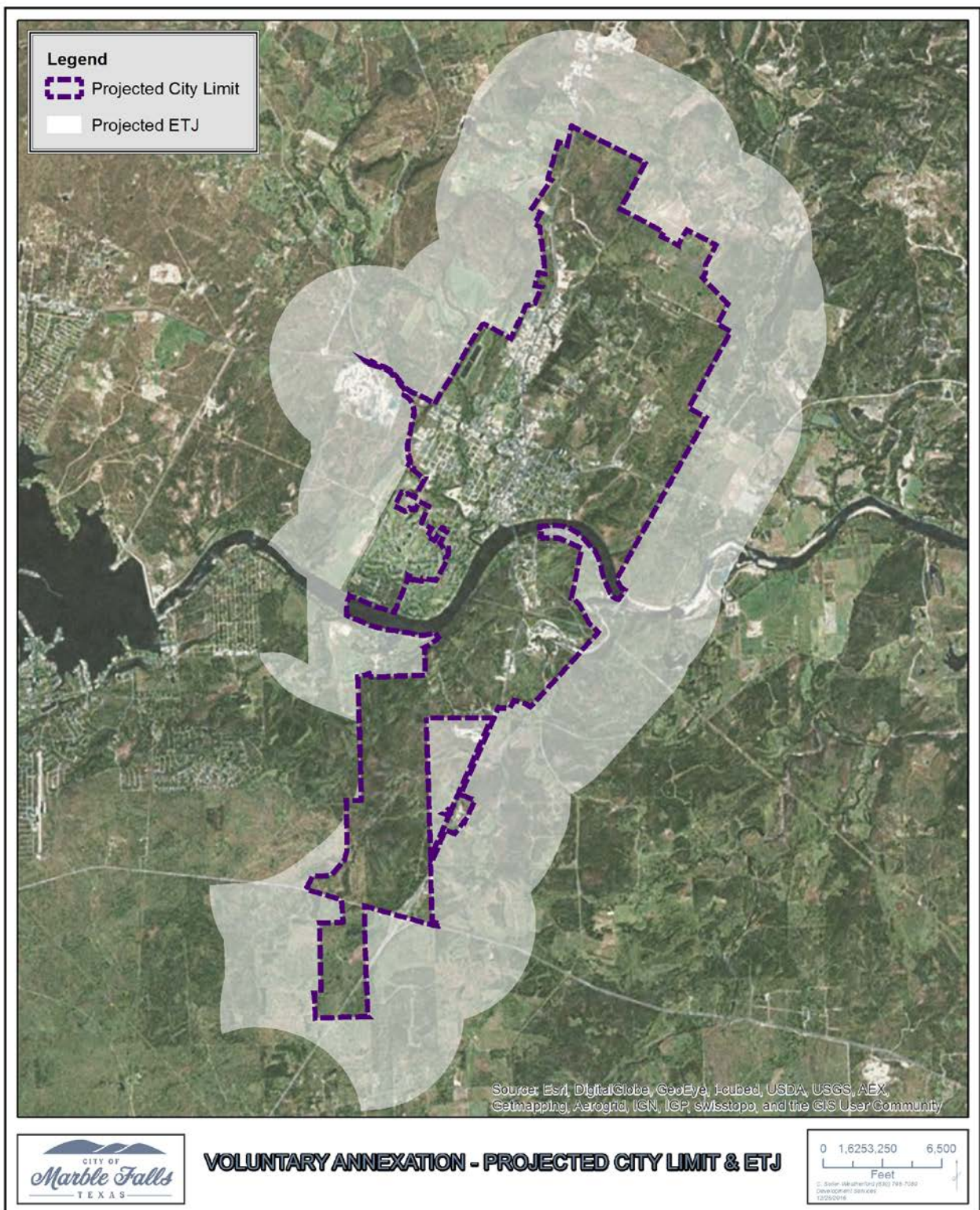












Roper Petition for Voluntary Annexation

STATE OF TEXAS §
 §
COUNTY OF Burnet §

PETITION FOR VOLUNTARY ANNEXATION OF PROPERTY INTO THE CITY LIMITS OF THE CITY OF MARBLE FALLS

To the Mayor and City Council of the City of Marble Falls, Texas:

The undersigned owner(s) of the tract of land described herein hereby request and petition the City of Marble Falls ("City"), pursuant to Section 43.021, and Section 43.052(h) of the Texas Local Government Code and the City of Marble Falls Charter, to extend the present city limits of the City and annex the property described in Exhibit "A" (the "Tract"), which is attached and incorporated herein for all purposes.

I/We certify and swear that:

1. I/We are the sole owners of the Tract described in Exhibit "A" and we own more than 50% of the Tract;
2. All of the Tract is currently located within the City's ETJ and is contiguous and adjacent to current city limits of the City;
3. The Tract is not located within the corporate limits or ETJ of any other municipality or other special district;
4. The Tract contains fewer than 100 separate tracts of land on which one or more residential dwellings are located on each tract; and
5. This request for inclusion of the Tract in the Marble Falls city limits is made voluntarily.

I/We certify and swear that this petition is signed and acknowledged by each and every person and corporation owning said tract, or having an interest in any part thereof.

Ronald Roper President
Name
Address: Box 682
Marble Falls, TX
Date: 10-20-16

STATE OF TEXAS §
COUNTY OF Burnet §

This instrument was sworn to, signed and acknowledged before me by on this, the 20th day of October, 2016.



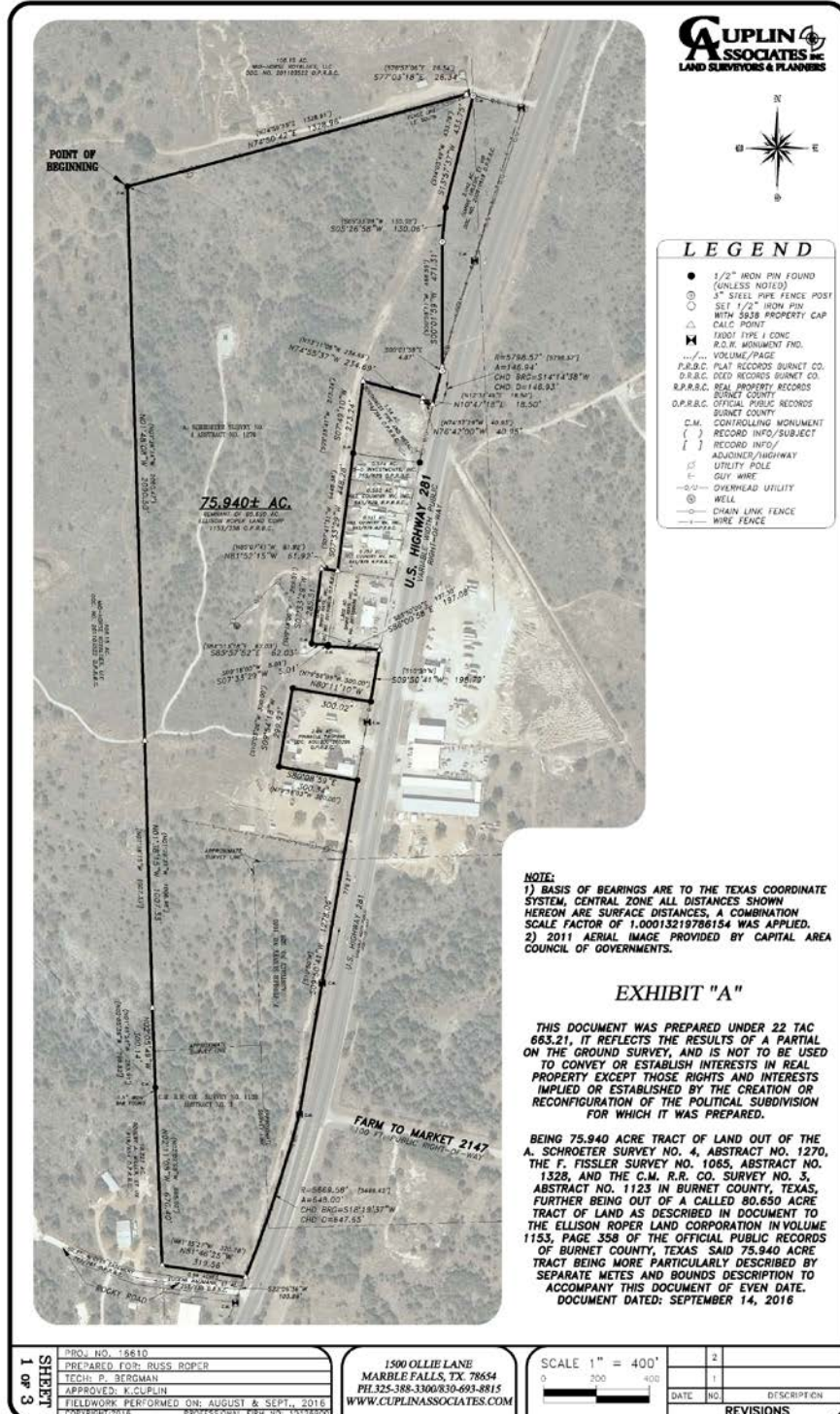
Sarah A. Collard
Notary Public, State of Texas

My commission expires: 6/14/2020

Exhibit "A"

Property Description

Attached is a description of the Property intended to be annexed by the City of Marble Falls by request of the owner(s) and a map or drawing of same



BEING A 75.940 ACRE TRACT OF LAND OUT OF THE A. SCHROETER SURVEY NO. 4, ABSTRACT NO. 1270, THE F. FISSLER SURVEY NO. 1065, ABSTRACT NO. 1328, AND THE C.M. R.R. CO. SURVEY NO. 3, ABSTRACT NO. 1123 IN BURNET COUNTY, TEXAS, FURTHER BEING OUT OF A CALLED 80.650 ACRE TRACT OF LAND AS DESCRIBED IN DOCUMENT TO THE ELLISON ROPER LAND CORPORATION IN VOLUME 1153, PAGE 358 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS SAID 75.940 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS DESCRIPTION AS FOLLOWS:

BEGINNING at a 1.5" iron bar found at the northwest corner of said 80.650 acre tract and an interior corner of a called 108.15 acre tract described in document to Mid-Horse Royalties, LLC in Document No. 201103522 of the Official Public Records of Burnet County, Texas, for the northwest corner hereof;

THENCE along the north line of said 80.650 acre tract and a south line of said 108.15 acre tract the following courses and distances:

- 1) North 74°50'42" East, a distance of 1328.96' to a calculated point;
- 2) South 77°03'18" East, a distance of 26.34' to a 3" steel pipe fence corner post at the northeast corner of said 80.650 acre tract and the northwest corner of a called 3.042 acre tract described in document to Dianne Orlesh, Et Vir in Document No. 200910619 of the Official Public Records of Burnet County, Texas, for the northeast corner hereof;

THENCE along the west line of said Orlesh tract and the east line of said 80.650 acre tract, and hereof, generally along a fence, the following courses and distances:

- 1) South 13°57'37" West, a distance of 433.75' to a 1/2" iron pin found;
- 2) South 05°26'58" West, a distance of 130.06' to a 3" pipe fence post;
- 3) South 00°01'59" West, a distance of 471.31' to a calculated point along the west right-of-way line of U.S. Highway No. 281, for an easterly corner hereof, whence a 3" steel pipe fence post bears South 00°01'59" West 4.87';

THENCE along said Highway right-of-way line, the east line of said 80.650 and the east line hereof along a curve to the left having an arc length of 146.94', a radius of 5798.57', a chord bearing of South 14°14'38" West, and a chord length of 146.93' to a calculated point at the most easterly northeast corner of a called 1.54 acre tract described in document to Southwest Pipe and Metal in Volume 774, Page 394 of the Official Public Records of Burnet County, Texas;

THENCE continuing with the east line hereof, along the perimeter of said 1.54 acre tract the following courses and distances as follows:

- 1) North 76°42'00" West, a distance of 40.95' to a calculated point;
- 2) North 10°47'18" East, a distance of 18.50' to a calculated point;
- 3) North 74°55'37" West, a distance of 234.69' to a calculated point
- 4) South 07°49'10" West, a distance of 273.24' to a 1/2" iron pin found at the southwest corner of said 1.54 acre tract and the northwest corner of a called 0.574 acre tract described in document to 5-D Investments, Inc. in Volume 755, Page 825 of the Official Public Records of Burnet County, Texas;

THENCE continuing along the east line hereof the following courses and distances:

- 1) South 07°33'29" West, along the west line of said 0.574 acer tract, then the west lines of a called 0.552 acre tract, a called 0.531 acre tract, and a called 0.757 acre tract all of which are described in document to Hill Country RV, Inc. in Volume 643, Page 879 of the Real Property Records of Burnet County, Texas, a distance of 448.28' to a calculated point at the southwest corner of said 0.757 acre tract, the northwest corner of a called 1.302 acre tract and the northeast corner of a 0.403 acre tract, both of which are described in document to Spirit Rays, Inc. in Document No. 201508036 of the Official Public Records of Burnet County, Texas;
- 2) North 81°52'15" West, a distance of 61.92' to a calculated point at the northwest corner of said 0.403 acre tract;
- 3) South 07°33'26" West, a distance of 285.51' to a 1/2" iron pin found at the southwest corner of said 0.403 acre tract;

- 4) South 85°57'52" East, a distance of 62.03' to a 1/2" iron pin found at the southeast corner of said 0.403 acre tract along the west line of said 1.302 acre tract;
- 5) South 07°33'29" West, a distance of 5.01' to a 1/2" iron pin found at the southwest corner of said 1.302 acre tract;
- 6) South 86°00'58" East, a distance of 197.08' to a calculated point along the west right-of-way line of said Highway and the east line of said 80.650 acre tract;
- 7) South 09°50'41" West, along said Highway right-of-way and the east line of said 80.650 acre tract, a distance of 198.79' to a 1/2" iron pin found at the northeast corner of a called 2.06 acre tract described in document to Pinnacle Propane in Document No. 201200295 of the Official Public Records of Burnet County, Texas;

THENCE continuing along the east line hereof with the perimeter of said 2.06 acre tract the following courses and distances:

- 1) North 80°11'10" West, a distance of 300.02' to a 1/2" iron pin found;
- 2) South 09°54'18" West, a distance of 299.92' to a 1/2" iron pin found;
- 3) South 80°08'59" East, a distance of 300.34' to a 1/2" iron pin found with a property cap stamped "4452" at the southeast corner of said 2.06 acre tract along said Highway right-of-way line and the east line of said 80.650 acre tract;

THENCE continuing along the east line hereof and of said 80.650 acre tract and the west right-of-way line of said Highway the following courses and distances:

- 1) South 09°50'41" West, at a distance of 776.27' pass a TXDOT Type I concrete right-of-way monument, for a total distance of 1278.06' to a TXDOT Type I concrete right-of-way monument;
- 2) Along a curve to the right having an arc length of 648.00', a radius of 5669.58', a chord bearing of South 18°19'37" West, and a chord length of 647.65' to a calculated point for corner at the southeast corner of said 80.650 acre tract and the northeast corner of a called 0.69 acre tract described in document to Eugene Naumann, Et Al, in Volume 255, Page 135 of the Deed Records of Burnet County, Texas, for the southeast corner hereof, whence a TXDOT Type I concrete right-of-way monument; bears South 22°06'36" West 103.86';

THENCE North 81°46'25" West, along the south line of said 80.650 acre tract and hereof and the north line of said 0.69 acre tract, a distance of 319.56' to a calculated point at the southwest corner of said 80.650 acre tract and the northwest corner of said 0.69 acre tract along the east line of a called 18.222 acre tract described in document to Robert A. Miller, Et Ux in Volume 919, Page 654 of the Official Public Records of Burnet County, Texas, for the southwest corner hereof;

THENCE along the west line of said 80.650 acre tract and hereof, generally along a fence, the following courses and distances:

- 1) North 02°11'08" West, a distance of 670.40' to a 1.5" iron bar found at the northeast corner of said 18.222 acre tract and the southeast corner of said 108.15 acre tract;
- 2) North 02°05'49" West, a distance of 300.14' to a calculated point;
- 3) North 01°38'15" West, a distance of 1007.33' to calculated point;
- 4) North 01°48'08" West, a distance of 2090.50', to the **POINT OF BEGINNING**, and containing 75.940 acres, more or less.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, IT REFLECTS THE RESULTS OF A PARTIAL ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

- 1) Basis of Bearings: NAD 83, Texas Coordinate System-Central Zone
- 2) The coordinates and distances contained herein are surface values using a combined scale factor of 1.00013219786154 feet.
- 3) An exhibit of even date was prepared and attached hereto as part of this survey.

 **Dated: 9/14/2016**
Registered Professional Land Surveyor No. 5938



1500 Ollie Lane, Marble Falls, Texas 78654
PH: 325.388.3300 Fax: 325.388.3320 Prof. Firm No. 10126900
www.cuplinassociates.com

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**MUNICIPAL SERVICE PLAN
FOR PROPERTY TO BE
ANNEXED TO THE CITY OF MARBLE FALLS**

WHEREAS, the City of Marble Falls, Texas (the "City") has instituted annexation proceedings for tracts of land described more fully hereinafter (referred to herein as the "Property"); and,

WHEREAS, Chapter 43, Texas Local Government Code, (referred to herein as "TLGC") requires a service plan be adopted with the annexation ordinance; and,

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by Chapter 43, TLGC, to annex the subject property into the City;

NOW, THEREFORE, by execution hereof, the City agrees to provide, at its sole cost and expense the following services for the subject property on the effective date annexation:

1. Police Protection as follows:
 - a. Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.
2. Fire Protection and Emergency Medical Services as follows:
 - a. Fire protection by the present personnel and equipment of the City fire department with the limitations of water available. Radio response for Emergency Medical Services with the present personnel and equipment.
3. Solid Waste Collection services as follows:
 - a. Solid waste collection and services as now being offered to the citizens of the City.
4. Water service and maintenance of water facilities as follows:
 - a. Centralized water service is already constructed and available within the Annexed Area. The cost of extending water service to individual property owners within the Annexed Area not already receiving service or requiring service above that which is currently provided shall be at the landowner's cost and in accordance with the City's utility extension ordinance and subdivision ordinance. Water service will be provided by the City utility department on the

same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations, and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies.

- b. Developed tracts within the Annexed Area that are not yet connected to City water systems and are currently being served by water wells shall be permitted to continue to utilize the same until such time, if ever, that City water is requested or such persons become required by operation of law to connect to the City's water system. New development on lots or tracts of sufficient size to support on-site water wells shall be allowed to install water wells unless City water lines have been constructed to that location. Operation and maintenance of water facilities that are not within the service area of another water utility will be provided by the Marble Falls Utility Department on the same basis and at the same level of service as provided throughout the City with comparable topography, land use and population density in accordance with existing Ordinances; including Ordinances governing the extension of water utilities and subdivisions in effect on the date of annexation or as amended from time to time which require a landowner, at the landowner's cost, to extend and install water lines.
- c. Pay the costs of over-sizing of any water facilities within the subject property to a capacity greater than reasonably required to service the subject property, at the time of subdivision of land when necessary and as applicable.
- d. Inspection, maintenance, and repair of water distribution lines as provided by the statutes of the State of Texas.
- e. Provide the necessary improvements to its water system to accommodate the flows needed to provide water service to the Annexed Area.
- f. Provide required water supply demands for firefighting needs in a manner to be determined by the City.

5. Wastewater services and maintenance of wastewater service as follows:

- a. Centralized sanitary wastewater service is already constructed and available within the Annexed Area. The cost of extending centralized wastewater service to individual property owners within the Annexed Area not already receiving service or requiring service above that which is currently provided shall be at the landowner's

cost and in accordance with the City's utility extension ordinance and subdivision ordinance.

- b. Centralized wastewater or on-site sewer service shall be provided by the same means by which the City of Marble Falls extends such services to any other area within the City limits and shall at no time be at a lower level of service than currently provided in the Annexed Area. Persons currently receiving such service(s) from the City shall continue to receive the same, consistent with City ordinances in effect on the date of annexation and as amended from time to time. Persons utilizing on-site septic systems shall be permitted to continue to utilize the same until such time, if ever, that centralized wastewater service is requested from the City or such persons become required by operation of law to connect to the City's wastewater system. New development on lots or tracts of sufficient size to support on-site septic systems shall be allowed to install septic systems unless City centralized wastewater lines have been constructed to that location. Operation and maintenance of wastewater facilities that are not within the service area of another wastewater utility will be provided by the Marble Falls Utility Department on the same basis and at the same level of service as provided throughout the City with comparable topography, land use and population density in accordance with existing Ordinances; including Ordinances governing the extension of wastewater utilities and subdivisions in effect on the date of annexation or as amended from time to time which require a landowner, at the landowner's cost, to extend and install wastewater lines.
- c. Pay the costs of over-sizing of any wastewater facilities within the subject property to a capacity greater than reasonably required to service the subject property, at the time of subdivision of land when necessary and as applicable.
- d. Inspection, maintenance, and repair of sewer lines as provided by the statutes of the State of Texas.
- e. Sewer service provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations, and policies of the City in effect from time to time.
- f. Provide the necessary improvements for its wastewater collection system and wastewater treatment system necessary to accommodate the flows designed at the time of the subdivision of the land.

- g. Proved specifications for grinder pumps to be installed by the developer of any subdivision of land and thereafter to provide routine maintenance and repair services for said grinder pumps.
- 6. Maintenance of streets and rights-way as appropriate as follows:
 - a. Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.
 - b. Routine maintenance as presently performed with the City.
 - c. Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such improvements as need therefore is determined by the City Council under City policies.
 - d. Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards.
 - e. Maintenance of street lighting in accordance with established policies of the City.
- 7. Animal control as follows:
 - a. Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.
- 8. Maintenance of parks and playgrounds within the City.
- 9. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.
- 10. Maintenance of other City facilities, buildings and service.
- 11. Land Use regulations as follows:
 - a. On the effective date of the annexation, the zoning jurisdiction of the city shall be extended to include the annexed area and all property therein shall be zoned Agriculture (AG) with the appropriate regulations established by the City or hereinafter amended.
- 12. Construction of any Capital Improvements

Section 43.056(e) of the Texas Local Government Code requires that the City include a program under which the City will initiate after the effective date of the annexation the acquisition or construction of capital improvements necessary for providing municipal services adequate to serve the Annexed Area. Any capital improvements to be constructed in the area being annexed shall be constructed pursuant to the terms of the City's Ordinances and policies. No capital improvements are contemplated or necessary at this time. However, if it becomes necessary to construct capital improvements to implement this Service Plan, the City shall provide such service no later than four and one-half (4½) years after the effective date of the annexation. The City reserves the right to amend this service plan to extend the period of construction in a manner that ensures that construction proceeds with all deliberate speed consistent with generally accepted engineering and architectural standards and practices and consistent with comparable topography, land use and population density, and service needs existing as of the date of this annexation.

13. Future Capital Improvements

Construction of other capital improvements shall be considered by the City in the future as the need dictates on the same basis as such capital improvements are considered throughout the City in accordance with Ordinances of the City, including Ordinances which require a developer to install or construct such capital improvements including but not limited to roads, streets, water and sewer lines.

14. Uniform level of services may not be required

Nothing in this Service Plan shall require the City to provide a uniform level of full municipal services to each area of the City, including the Annexation Area, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

15. Term

This service plan shall be valid for a term of ten (10) years.

ORDINANCE NO. 2017-O-02C

AN ORDINANCE PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY OF MARBLE FALLS, TEXAS, BY VOLUNTARY ANNEXATION (EXHIBIT "C") OF CERTAIN TERRITORY, DESCRIBED AS 75.94 ACRES OF LAND OUT OF THE A. SCHROETER SURVEY NO. 4, ABSTRACT NO. 1270, THE F. FISSLER SURVEY NO. 1065, ABSTRACT NO. 1328, AND THE C.M. R.R. CO. SURVEY NO. 3, ABSTRACT NO. 1123 IN BURNET COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A", DIRECTING THE CITY SECRETARY TO FILE A CERTIFIED COPY OF THIS ORDINANCE WITH CERTAIN AUTHORITIES; DIRECTING THAT THE MAP OF THE CITY BOUNDARIES AND EXTRATERRITORIAL JURISDICTION BE CORRECTED TO INCLUDE THE ANNEXED TERRITORY; PROVIDING FOR THE APPROVAL OF THE SERVICE PLAN, EXHIBIT "B"; GRANTING TO SAID PROPERTY AND ALL FUTURE INHABITANTS ALL OF THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID FUTURE INHABITANTS BY ALL OF THE ACTS AND ORDINANCES OF SAID CITY; PROVIDING FOR SEVERABILITY; PROPER NOTICE AND MEETING; EFFECTIVE DATE.

WHEREAS, a petition for voluntary annexation has been duly signed by the Ellison Roper Land Corporation, property owner(s) and petitioner(s), attached hereto as Exhibit "C", for the voluntary annexation of property described as 75.94 acres of land out of the A. Schroeter Survey No. 4, Abstract No. 1270, The F. Fissler Survey No. 1065, Abstract No. 1328, and the C.M. R.R. Co. Survey No. 3, Abstract No. 1123 in Burnet County, Texas, which property is more particularly described in Exhibit "A"; into the corporate city limits of the City of Marble Falls, Texas; and,

WHEREAS, the property owner's petition to annex was presented to the City Council on January 3, 2017 and was granted by Ordinance No. 2017-O-01B; and

WHEREAS, the first public hearing was held before the City Council of Marble Falls at City Hall at Marble Falls, Texas, on the 17th day of January, 2017, and the second public hearing was held before the City Council of Marble Falls at City Hall at Marble Falls, Texas, on the 24th day of January, 2017, and all interested persons were provided with an opportunity to be heard on the proposed voluntary annexation of the property described as 75.94 acres of land out of the A. Schroeter Survey No. 4, Abstract No. 1270, The F. Fissler Survey No. 1065, Abstract No. 1328, and the C.M. R.R. Co. Survey No. 3, Abstract No. 1123 in Burnet County, Texas; and,

WHEREAS, the City of Marble Falls is a home rule city with a population in excess of 5,000 persons; and,

WHEREAS, the property is adjacent to and contiguous to the boundaries of the City; and,

WHEREAS, the property to be annexed is within the City's extraterritorial jurisdiction and the property is not within the extraterritorial jurisdiction of any other city; and,

WHEREAS, the property to be annexed is less than one-half mile in width; and,

WHEREAS, a service plan for the territory to be annexed has been prepared as required by law, and a copy of that service plan is attached hereto as Exhibit "B" and incorporated herein for all purposes; and

WHEREAS, the territory is exempt from the municipal annexation plan requirement;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MARBLE FALLS, TEXAS, THAT:

SECTION 1. PREAMBLE. All of the above premises are hereby found to be true and correct legislative and factual findings of the City of Marble Falls and are hereby approved and incorporated into the body of this ordinance as if copied in their entirety.

SECTION 2. ANNEXATION. That the property described as 75.94 acres of land out of the A. Schroeter Survey No. 4, Abstract No. 1270, The F. Fissler Survey No. 1065, Abstract No. 1328, and the C.M. R.R. Co. Survey No. 3, Abstract No. 1123 in Burnet County, Texas, which is more fully described in Exhibit "A" attached hereto, is hereby annexed into the City of Marble Falls, Burnet County, Texas and that the corporate limits of the City of Marble Falls be and the same are hereby extended to include within the territorial limits of said city and said land and the present and future inhabitants thereof shall hereafter be entitled to all rights and privileges of the City of Marble Falls, Texas and shall be bound by the provisions of all ordinances and codification of ordinances of said City.

SECTION 3. FILING OF ORDINANCE. That the City Secretary is hereby directed to file a certified copy of this Ordinance with the County Clerk of Burnet County, Texas, the Voting Registrar of Burnet County, the Burnet County Appraisal District, the Secretary of State of Texas, and the Comptroller of the State of Texas in the manner required by law.

SECTION 4. MAPS. That the map showing the boundaries of the City and its Extraterritorial Jurisdiction shall be immediately corrected to include the annexed territory and be annotated to show the date of the annexation, the number of the annexation ordinance, and the date of its adoption.

SECTION 5. SERVICE PLAN. That the service plan for the land hereby annexed, attached hereto as Exhibit "B", is hereby approved as part of this Ordinance.

SECTION 6. SEVERABILITY. That if any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this

Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 7. REPEALER CLAUSE. The provisions of this Ordinance shall be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein, provided, however, that all prior ordinance or parts of ordinances inconsistent or in conflict with any of the provisions of this Ordinance are hereby expressly repealed to the extent that such inconsistency is apparent.

SECTION 8. NOTICE AND MEETING CLAUSE. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

SECTION 9. EFFECTIVE DATE. This ordinance shall take effect immediately after its date of approval.

1ST PUBLIC HEARING:	January 17, 2017
2nd PUBLIC HEARING AND 1ST READING OF THIS ORDINANCE:	January 24, 2017
2nd READING OF THIS ORDINANCE:	February 21, 2017

APPROVED:

John Packer
Mayor, City of Marble Falls

ATTEST:

Christina McDonald, City Secretary
City of Marble Falls

APPROVED AS TO FORM:

Patty L. Akers, City Attorney
City of Marble Falls

Exhibit "A" (1 of 3)

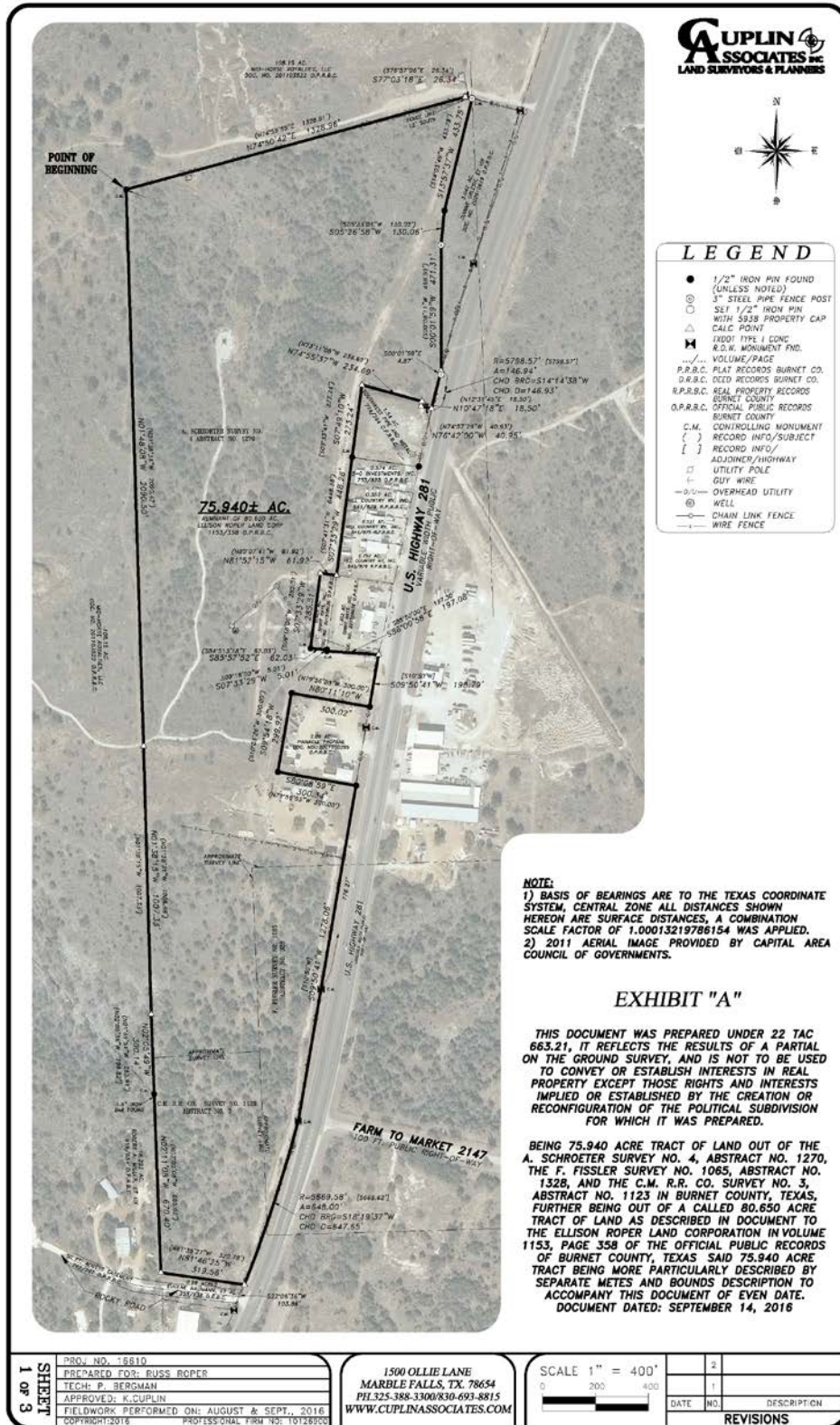


Exhibit "A" (2 of 3)



Prepared For: Russ Roper
Project No.: 16610
Date: 9/14/2016

BEING A 75.940 ACRE TRACT OF LAND OUT OF THE A. SCHROETER SURVEY NO. 4, ABSTRACT NO. 1270, THE F. FISSLER SURVEY NO. 1065, ABSTRACT NO. 1328, AND THE C.M. R.R. CO. SURVEY NO. 3, ABSTRACT NO. 1123 IN BURNET COUNTY, TEXAS, FURTHER BEING OUT OF A CALLED 80.650 ACRE TRACT OF LAND AS DESCRIBED IN DOCUMENT TO THE ELLISON ROPER LAND CORPORATION IN VOLUME 1153, PAGE 358 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS SAID 75.940 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS DESCRIPTION AS FOLLOWS:

BEGINNING at a 1.5" iron bar found at the northwest corner of said 80.650 acre tract and an interior corner of a called 108.15 acre tract described in document to Mid-Horse Royalties, LLC in Document No. 201103522 of the Official Public Records of Burnet County, Texas, for the northwest corner hereof;

THENCE along the north line of said 80.650 acre tract and a south line of said 108.15 acre tract the following courses and distances:

- 1) North 74°50'42" East, a distance of 1328.96' to a calculated point;
- 2) South 77°03'18" East, a distance of 26.34' to a 3" steel pipe fence corner post at the northeast corner of said 80.650 acre tract and the northwest corner of a called 3.042 acre tract described in document to Dianne Orlesh, Et Vir in Document No. 200910619 of the Official Public Records of Burnet County, Texas, for the northeast corner hereof;

THENCE along the west line of said Orlesh tract and the east line of said 80.650 acre tract, and hereof, generally along a fence, the following courses and distances:

- 1) South 13°57'37" West, a distance of 433.75' to a 1/2" iron pin found;
- 2) South 05°26'58" West, a distance of 130.06' to a 3" pipe fence post;
- 3) South 00°01'59" West, a distance of 471.31' to a calculated point along the west right-of-way line of U.S. Highway No. 281, for an easterly corner hereof, whence a 3" steel pipe fence post bears South 00°01'59" West 4.87';

THENCE along said Highway right-of-way line, the east line of said 80.650 and the east line hereof along a curve to the left having an arc length of 146.94', a radius of 5798.57', a chord bearing of South 14°14'38" West, and a chord length of 146.93' to a calculated point at the most easterly northeast corner of a called 1.54 acre tract described in document to Southwest Pipe and Metal in Volume 774, Page 394 of the Official Public Records of Burnet County, Texas;

THENCE continuing with the east line hereof, along the perimeter of said 1.54 acre tract the following courses and distances as follows:

- 1) North 76°42'00" West, a distance of 40.95' to a calculated point;
- 2) North 10°47'18" East, a distance of 18.50' to a calculated point;
- 3) North 74°55'37" West, a distance of 234.69' to a calculated point
- 4) South 07°49'10" West, a distance of 273.24' to a 1/2" iron pin found at the southwest corner of said 1.54 acre tract and the northwest corner of a called 0.574 acre tract described in document to 5-D Investments, Inc. in Volume 755, Page 825 of the Official Public Records of Burnet County, Texas;

THENCE continuing along the east line hereof the following courses and distances:

- 1) South 07°33'29" West, along the west line of said 0.574 acre tract, then the west lines of a called 0.552 acre tract, a called 0.531 acre tract, and a called 0.757 acre tract all of which are described in document to Hill Country RV, Inc. in Volume 643, Page 879 of the Real Property Records of Burnet County, Texas, a distance of 448.28' to a calculated point at the southwest corner of said 0.757 acre tract, the northwest corner of a called 1.302 acre tract and the northeast corner of a 0.403 acre tract, both of which are described in document to Spirit Rays, Inc. in Document No. 201508036 of the Official Public Records of Burnet County, Texas;
- 2) North 81°52'15" West, a distance of 61.92' to a calculated point at the northwest corner of said 0.403 acre tract;
- 3) South 07°33'26" West, a distance of 285.51' to a 1/2" iron pin found at the southwest corner of said 0.403 acre tract;

1500 Ollie Lane, Marble Falls, Texas 78654
PH: 325.388.3300 Fax: 325.388.3320 Prof. Firm No. 10126900
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Page 2 of 3

Exhibit "A" (3 of 3)

- 4) South 85°57'52" East, a distance of 62.03' to a 1/2" iron pin found at the southeast corner of said 0.403 acre tract along the west line of said 1.302 acre tract;
- 5) South 07°33'29" West, a distance of 5.01' to a 1/2" iron pin found at the southwest corner of said 1.302 acre tract;
- 6) South 86°00'58" East, a distance of 197.08' to a calculated point along the west right-of-way line of said Highway and the east line of said 80.650 acre tract;
- 7) South 09°50'41" West, along said Highway right-of-way and the east line of said 80.650 acre tract, a distance of 198.79' to a 1/2" iron pin found at the northeast corner of a called 2.06 acre tract described in document to Pinnacle Propane in Document No. 201200295 of the Official Public Records of Burnet County, Texas;

THENCE continuing along the east line hereof with the perimeter of said 2.06 acre tract the following courses and distances:

- 1) North 80°11'10" West, a distance of 300.02' to a 1/2" iron pin found;
- 2) South 09°54'18" West, a distance of 299.92' to a 1/2" iron pin found;
- 3) South 80°08'59" East, a distance of 300.34' to a 1/2" iron pin found with a property cap stamped "4452" at the southeast corner of said 2.06 acre tract along said Highway right-of-way line and the east line of said 80.650 acre tract;

THENCE continuing along the east line hereof and of said 80.650 acre tract and the west right-of-way line of said Highway the following courses and distances:

- 1) South 09°50'41" West, at a distance of 776.27' pass a TXDOT Type I concrete right-of-way monument, for a total distance of 1278.06' to a TXDOT Type I concrete right-of-way monument;
- 2) Along a curve to the right having an arc length of 648.00', a radius of 5669.58', a chord bearing of South 18°19'37" West, and a chord length of 647.65' to a calculated point for corner at the southeast corner of said 80.650 acre tract and the northeast corner of a called 0.69 acre tract described in document to Eugene Naumann, Et Al, in Volume 255, Page 135 of the Deed Records of Burnet County, Texas, for the southeast corner hereof, whence a TXDOT Type I concrete right-of-way monument; bears South 22°06'36" West 103.86';

THENCE North 81°46'25" West, along the south line of said 80.650 acre tract and hereof and the north line of said 0.69 acre tract, a distance of 319.56' to a calculated point at the southwest corner of said 80.650 acre tract and the northwest corner of said 0.69 acre tract along the east line of a called 18.222 acre tract described in document to Robert A. Miller, Et Ux in Volume 919, Page 654 of the Official Public Records of Burnet County, Texas, for the southwest corner hereof;

THENCE along the west line of said 80.650 acre tract and hereof, generally along a fence, the following courses and distances:

- 1) North 02°11'08" West, a distance of 670.40' to a 1.5" iron bar found at the northeast corner of said 18.222 acre tract and the southeast corner of said 108.15 acre tract;
- 2) North 02°05'49" West, a distance of 300.14' to a calculated point;
- 3) North 01°38'15" West, a distance of 1007.33' to calculated point;
- 4) North 01°48'08" West, a distance of 2090.50', to the **POINT OF BEGINNING**, and containing 75.940 acres, more or less.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, IT REFLECTS THE RESULTS OF A PARTIAL ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

- 1) Basis of Bearings: NAD 83, Texas Coordinate System-Central Zone
- 2) The coordinates and distances contained herein are surface values using a combined scale factor of 1.00013219786154 feet.
- 3) An exhibit of even date was prepared and attached hereto as part of this survey.


Registered Professional Land Surveyor No. 5938

Dated: 9/14/2016



1500 Ollie Lane, Marble Falls, Texas 78654
PH: 325.388.3300 Fax: 325.388.3320 Prof. Firm No. 10126900
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Page 3 of 3

EXHIBIT “B”

MUNICIPAL SERVICE PLAN FOR PROPERTY TO BE ANNEXED TO THE CITY OF MARBLE FALLS

WHEREAS, the City of Marble Falls, Texas (the “City”) has instituted annexation proceedings for tracts of land described more fully hereinafter (referred to herein as the “Property”); and,

WHEREAS, Chapter 43, Texas Local Government Code, (referred to herein as “TLGC”) requires a service plan be adopted with the annexation ordinance; and,

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by Chapter 43, TLGC, to annex the subject property into the City;

NOW, THEREFORE, by execution hereof, the City agrees to provide, at its sole cost and expense the following services for the subject property on the effective date annexation:

1. Police Protection as follows:
 - a. Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.
2. Fire Protection and Emergency Medical Services as follows:
 - a. Fire protection by the present personnel and equipment of the City fire department with the limitations of water available. Radio response for Emergency Medical Services with the present personnel and equipment.
3. Solid Waste Collection services as follows:
 - a. Solid waste collection and services as now being offered to the citizens of the City.
4. Water service and maintenance of water facilities as follows:
 - a. Centralized water service is already constructed and available within the Annexed Area. The cost of extending water service to individual property owners within the Annexed Area not already receiving service or requiring service above that which is currently provided shall be at the landowner's cost and in accordance with

the City's utility extension ordinance and subdivision ordinance. Water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations, and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies.

- b. Developed tracts within the Annexed Area that are not yet connected to City water systems and are currently being served by water wells shall be permitted to continue to utilize the same until such time, if ever, that City water is requested or such persons become required by operation of law to connect to the City's water system. New development on lots or tracts of sufficient size to support on-site water wells shall be allowed to install water wells unless City water lines have been constructed to that location. Operation and maintenance of water facilities that are not within the service area of another water utility will be provided by the Marble Falls Utility Department on the same basis and at the same level of service as provided throughout the City with comparable topography, land use and population density in accordance with existing Ordinances; including Ordinances governing the extension of water utilities and subdivisions in effect on the date of annexation or as amended from time to time which require a landowner, at the landowner's cost, to extend and install water lines.
- c. Pay the costs of over-sizing of any water facilities within the subject property to a capacity greater than reasonably required to service the subject property, at the time of subdivision of land when necessary and as applicable.
- d. Inspection, maintenance, and repair of water distribution lines as provided by the statutes of the State of Texas.
- e. Provide the necessary improvements to its water system to accommodate the flows needed to provide water service to the Annexed Area.
- f. Provide required water supply demands for firefighting needs in a manner to be determined by the City.

5. Wastewater services and maintenance of wastewater service as follows:

- a. Centralized sanitary wastewater service is already constructed and available within the Annexed Area. The cost of extending centralized wastewater service to individual property owners within

the Annexed Area not already receiving service or requiring service above that which is currently provided shall be at the landowner's cost and in accordance with the City's utility extension ordinance and subdivision ordinance.

- b. Centralized wastewater or on-site sewer service shall be provided by the same means by which the City of Marble Falls extends such services to any other area within the City limits and shall at no time be at a lower level of service than currently provided in the Annexed Area. Persons currently receiving such service(s) from the City shall continue to receive the same, consistent with City ordinances in effect on the date of annexation and as amended from time to time. Persons utilizing on-site septic systems shall be permitted to continue to utilize the same until such time, if ever, that centralized wastewater service is requested from the City or such persons become required by operation of law to connect to the City's wastewater system. New development on lots or tracts of sufficient size to support on-site septic systems shall be allowed to install septic systems unless City centralized wastewater lines have been constructed to that location. Operation and maintenance of wastewater facilities that are not within the service area of another wastewater utility will be provided by the Marble Falls Utility Department on the same basis and at the same level of service as provided throughout the City with comparable topography, land use and population density in accordance with existing Ordinances; including Ordinances governing the extension of wastewater utilities and subdivisions in effect on the date of annexation or as amended from time to time which require a landowner, at the landowner's cost, to extend and install wastewater lines.
- c. Pay the costs of over-sizing of any wastewater facilities within the subject property to a capacity greater than reasonably required to service the subject property, at the time of subdivision of land when necessary and as applicable.
- d. Inspection, maintenance, and repair of sewer lines as provided by the statutes of the State of Texas.
- e. Sewer service provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations, and policies of the City in effect from time to time.
- f. Provide the necessary improvements for its wastewater collection system and wastewater treatment system necessary to

accommodate the flows designed at the time of the subdivision of the land.

- g. Proved specifications for grinder pumps to be installed by the developer of any subdivision of land and thereafter to prove routine maintenance and repair services for said grinder pumps.
- 6. Maintenance of streets and rights-way as appropriate as follows:
 - a. Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.
 - b. Routine maintenance as presently performed with the City.
 - c. Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such improvements as need therefore is determined by the City Council under City policies.
 - d. Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards.
 - e. Maintenance of street lighting in accordance with established policies of the City.
- 7. Animal control as follows:
 - a. Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.
- 8. Maintenance of parks and playgrounds within the City.
- 9. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.
- 10. Maintenance of other City facilities, buildings and service.
- 11. Land Use regulations as follows:
 - a. On the effective date of the annexation, the zoning jurisdiction of the city shall be extended to include the annexed area and all property therein shall be zoned Agriculture (AG) with the appropriate regulations established by the City or hereinafter amended.

12. Construction of any Capital Improvements

Section 43.056(e) of the Texas Local Government Code requires that the City include a program under which the City will initiate after the effective date of the annexation the acquisition or construction of capital improvements necessary for providing municipal services adequate to serve the Annexed Area. Any capital improvements to be constructed in the area being annexed shall be constructed pursuant to the terms of the City's Ordinances and policies. No capital improvements are contemplated or necessary at this time. However, if it becomes necessary to construct capital improvements to implement this Service Plan, the City shall provide such service no later than four and one-half (4½) years after the effective date of the annexation. The City reserves the right to amend this service plan to extend the period of construction in a manner that ensures that construction proceeds with all deliberate speed consistent with generally accepted engineering and architectural standards and practices and consistent with comparable topography, land use and population density, and service needs existing as of the date of this annexation.

13. Future Capital Improvements

Construction of other capital improvements shall be considered by the City in the future as the need dictates on the same basis as such capital improvements are considered throughout the City in accordance with Ordinances of the City, including Ordinances which require a developer to install or construct such capital improvements including but not limited to roads, streets, water and sewer lines.

14. Uniform level of services may not be required

Nothing in this Service Plan shall require the City to provide a uniform level of full municipal services to each area of the City, including the Annexation Area, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

15. Term

This service plan shall be valid for a term of ten (10) years.

EXHIBIT "C" (1 of 4)

STATE OF TEXAS §

§

COUNTY OF Burnet §

PETITION FOR VOLUNTARY ANNEXATION OF PROPERTY INTO THE CITY LIMITS OF THE CITY OF MARBLE FALLS

To the Mayor and City Council of the City of Marble Falls, Texas:

The undersigned owner(s) of the tract of land described herein hereby request and petition the City of Marble Falls ("City"), pursuant to Section 43.021, and Section 43.052(h) of the Texas Local Government Code and the City of Marble Falls Charter, to extend the present city limits of the City and annex the property described in Exhibit "A" (the "Tract"), which is attached and incorporated herein for all purposes.

I/We certify and swear that:

1. I/We are the sole owners of the Tract described in Exhibit "A" and we own more than 50% of the Tract;
2. All of the Tract is currently located within the City's ETJ and is contiguous and adjacent to current city limits of the City;
3. The Tract is not located within the corporate limits or ETJ of any other municipality or other special district;
4. The Tract contains fewer than 100 separate tracts of land on which one or more residential dwellings are located on each tract; and
5. This request for inclusion of the Tract in the Marble Falls city limits is made voluntarily.

I/We certify and swear that this petition is signed and acknowledged by each and every person and corporation owning said tract, or having an interest in any part thereof.

Rachel Brown
Name

Address: Box 682
Marble Falls, TX

Date: 10-20-16

STATE OF TEXAS §

COUNTY OF Burnet §

This instrument was sworn to, signed and acknowledged before me by on this, the 20th day of October, 2016.



Sarah A. Collard
Notary Public, State of Texas

My commission expires: 6/14/2020

EXHIBIT "C" (3 of 4)



Prepared For: Russ Roper
Project No.: 16610
Date: 9/14/2016

BEING A 75.940 ACRE TRACT OF LAND OUT OF THE A. SCHROETER SURVEY NO. 4, ABSTRACT NO. 1270, THE F. FISSLER SURVEY NO. 1065, ABSTRACT NO. 1328, AND THE C.M. R.R. CO. SURVEY NO. 3, ABSTRACT NO. 1123 IN BURNET COUNTY, TEXAS, FURTHER BEING OUT OF A CALLED 80.650 ACRE TRACT OF LAND AS DESCRIBED IN DOCUMENT TO THE ELLISON ROPER LAND CORPORATION IN VOLUME 1153, PAGE 358 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS SAID 75.940 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS DESCRIPTION AS FOLLOWS:

BEGINNING at a 1.5" iron bar found at the northwest corner of said 80.650 acre tract and an interior corner of a called 108.15 acre tract described in document to Mid-Horse Royalties, LLC in Document No. 201103522 of the Official Public Records of Burnet County, Texas, for the northwest corner hereof;

THENCE along the north line of said 80.650 acre tract and a south line of said 108.15 acre tract the following courses and distances:

- 1) North 74°50'42" East, a distance of 1328.96' to a calculated point;
- 2) South 77°03'18" East, a distance of 26.34' to a 3" steel pipe fence corner post at the northeast corner of said 80.650 acre tract and the northwest corner of a called 3.042 acre tract described in document to Dianne Orlesh, Et Vir in Document No. 200910619 of the Official Public Records of Burnet County, Texas, for the northeast corner hereof;

THENCE along the west line of said Orlesh tract and the east line of said 80.650 acre tract, and hereof, generally along a fence, the following courses and distances:

- 1) South 13°57'37" West, a distance of 433.75' to a 1/2" iron pin found;
- 2) South 05°26'58" West, a distance of 130.06' to a 3" pipe fence post;
- 3) South 00°01'59" West, a distance of 471.31' to a calculated point along the west right-of-way line of U.S. Highway No. 281, for an easterly corner hereof, whence a 3" steel pipe fence post bears South 00°01'59" West 4.87';

THENCE along said Highway right-of-way line, the east line of said 80.650 and the east line hereof along a curve to the left having an arc length of 146.94', a radius of 5798.57', a chord bearing of South 14°14'38" West, and a chord length of 146.93' to a calculated point at the most easterly northeast corner of a called 1.54 acre tract described in document to Southwest Pipe and Metal in Volume 774, Page 394 of the Official Public Records of Burnet County, Texas;

THENCE continuing with the east line hereof, along the perimeter of said 1.54 acre tract the following courses and distances as follows:

- 1) North 76°42'00" West, a distance of 40.95' to a calculated point;
- 2) North 10°47'18" East, a distance of 18.50' to a calculated point;
- 3) North 74°55'37" West, a distance of 234.69' to a calculated point
- 4) South 07°49'10" West, a distance of 273.24' to a 1/2" iron pin found at the southwest corner of said 1.54 acre tract and the northwest corner of a called 0.574 acre tract described in document to 5-D Investments, Inc. in Volume 755, Page 825 of the Official Public Records of Burnet County, Texas;

THENCE continuing along the east line hereof the following courses and distances:

- 1) South 07°33'29" West, along the west line of said 0.574 acer tract, then the west lines of a called 0.552 acre tract, a called 0.531 acre tract, and a called 0.757 acre tract all of which are described in document to Hill Country RV, Inc. in Volume 643, Page 879 of the Real Property Records of Burnet County, Texas, a distance of 448.28' to a calculated point at the southwest corner of said 0.757 acre tract, the northwest corner of a called 1.302 acre tract and the northeast corner of a 0.403 acre tract, both of which are described in document to Spirit Rays, Inc. in Document No. 201508036 of the Official Public Records of Burnet County, Texas;
- 2) North 81°52'15" West, a distance of 61.92' to a calculated point at the northwest corner of said 0.403 acre tract;
- 3) South 07°33'26" West, a distance of 285.51' to a 1/2" iron pin found at the southwest corner of said 0.403 acre tract;

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Page 2 of 3

EXHIBIT "C" (4 of 4)

- 4) South 85°57'52" East, a distance of 62.03' to a 1/2" iron pin found at the southeast corner of said 0.403 acre tract along the west line of said 1.302 acre tract;
- 5) South 07°33'29" West, a distance of 5.01' to a 1/2" iron pin found at the southwest corner of said 1.302 acre tract;
- 6) South 86°00'58" East, a distance of 197.08' to a calculated point along the west right-of-way line of said Highway and the east line of said 80.650 acre tract;
- 7) South 09°50'41" West, along said Highway right-of-way and the east line of said 80.650 acre tract, a distance of 198.79' to a 1/2" iron pin found at the northeast corner of a called 2.06 acre tract described in document to Pinnacle Propane in Document No. 201200295 of the Official Public Records of Burnet County, Texas;

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- 1) North 80°11'10" West, a distance of 300.02' to a 1/2" iron pin found;
- 2) South 09°54'18" West, a distance of 299.92' to a 1/2" iron pin found;
- 3) South 80°08'59" East, a distance of 300.34' to a 1/2" iron pin found with a property cap stamped "4452" at the southeast corner of said 2.06 acre tract along said Highway right-of-way line and the east line of said 80.650 acre tract;

THENCE continuing along the east line hereof and of said 80.650 acre tract and the west right-of-way line of said Highway the following courses and distances:

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- 2) Along a curve to the right having an arc length of 648.00', a radius of 5669.58', a chord bearing of South 18°19'37" West, and a chord length of 647.65' to a calculated point for corner at the southeast corner of said 80.650 acre tract and the northeast corner of a called 0.69 acre tract described in document to Eugene Naumann, Et Al, in Volume 255, Page 135 of the Deed Records of Burnet County, Texas, for the southeast corner hereof, whence a TXDOT Type I concrete right-of-way monument; bears South 22°06'36" West 103.86';

THENCE North 81°46'25" West, along the south line of said 80.650 acre tract and hereof and the north line of said 0.69 acre tract, a distance of 319.56' to a calculated point at the southwest corner of said 80.650 acre tract and the northwest corner of said 0.69 acre tract along the east line of a called 18.222 acre tract described in document to Robert A. Miller, Et Ux in Volume 919, Page 654 of the Official Public Records of Burnet County, Texas, for the southwest corner hereof;

THENCE along the west line of said 80.650 acre tract and hereof, generally along a fence, the following courses and distances:

- 1) North 02°11'08" West, a distance of 670.40' to a 1.5" iron bar found at the northeast corner of said 18.222 acre tract and the southeast corner of said 108.15 acre tract;
- 2) North 02°05'49" West, a distance of 300.14' to a calculated point;
- 3) North 01°38'15" West, a distance of 1007.33' to calculated point;
- 4) North 01°48'08" West, a distance of 2090.50', to the **POINT OF BEGINNING**, and containing 75.940 acres, more or less.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, IT REFLECTS THE RESULTS OF A PARTIAL ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

- 1) Basis of Bearings: NAD 83, Texas Coordinate System-Central Zone
- 2) The coordinates and distances contained herein are surface values using a combined scale factor of 1.00013219786154 feet.
- 3) An exhibit of even date was prepared and attached hereto as part of this survey.


Registered Professional Land Surveyor No. 5938

Dated: 9/14/2016



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Page 3 of 3

February 21, 2017

7. REGULAR AGENDA

- (b) Discussion and Action regarding an interlocal agreement with the City of Meadowlakes for wholesale treated wastewater reuse services. **Eric Belaj, City Engineer**
-



Council Agenda Item Cover Memo

February 21, 2017

Agenda Item No.: 7(b)
Presenter: Eric Belaj, PE, CFM
Department: Administration
Legal Review: ☒

AGENDA CAPTION

Discussion and Action regarding an interlocal agreement with the City of Meadowlakes for wholesale treated wastewater reuse services.

BACKGROUND INFORMATION

The City has been actively looking for cost effective ways to expand our purple pipe system. This has been done not only as an effort to conserve water, but also to find other ways to dispose of our excess effluent as required by TCEQ.

Staff learned that the City of Meadowlakes supplements their gold course irrigation with lake water, and would benefit if they did not have to rely on the limited lake water available to them from LCRA. The Marble Falls city staff reached out to the Meadowlakes City Manager on a possible purple pipe to Meadowlakes, and reached a consensus on an agreement which encompasses the bullet points below:

- Meadowlakes pays Marble Falls \$145 per acre foot, or \$0.44 per thousand gallons of reuse TY1 water (Same as LCRA lake rate). The payment will be used to offset the construction costs of the line.
- The agreement will be until the line construction is paid off plus 2 years, or a maximum of 10-years total. After the 10-yr agreement both Cities either re-negotiate, or Marble Falls typical reuse rates automatically take effect (50% of the water rate).
- Meadowlakes pays "material costs only" for the installation of an 8" line from the baseball fields to a line connection Meadowlakes. The estimated material cost is approximately \$40K for a 3,600' line. The City of Marble Falls will install the pipe in-house.
- Both entities will file a join application for an LCRA grant, which funds will go towards this project, in addition to \$40K.
- Marble Falls maintains pipe within City Limits and Meadowlakes maintains the rest.

The City of Meadowlakes is planning to also expand their irrigation system to other parts of the golf course which are currently not irrigated.

Marble Falls City staff presented the agreed upon bullet point to council during an executive session late last year. The attached agreement has already been approved by the Meadowlakes City Council.

City staff has reviewed the agreement and attached exhibit, and recommends that Council approve this interlocal agreement.

INTERLOCAL COOPERATION AGREEMENT FOR WHOLESALE TREATED WASTEWATER REUSE SERVICES

This **INTERLOCAL AGREEMENT FOR WHOLESALE TREATED WASTEWATER REUSE SERVICES** ("Agreement") is made and entered into by and between the **City of Marble Falls** ("Marble Falls"), a Texas Home Rule municipality, and the **City of Meadowlakes**, a Type A Texas General Law municipality ("Meadowlakes") on this the ____ day of _____, 2017 (the "Effective Date"). Marble Falls and Meadowlakes are sometimes referred to jointly in this Agreement as the "Parties".

RECITALS

1. Meadowlakes currently irrigates a golf course utilizing a combination of effluent from its wastewater treatment plant and surface water from Lake Marble Falls acquired from the Lower Colorado River Authority ("LCRA").
2. Marble Falls utilizes TY1 treated effluent from its wastewater treatment plant to irrigate certain properties, but has additional TY1 treated effluent available for irrigation purposes.
3. Utilization of treated wastewater effluent produced from the Marble Falls wastewater treatment plant for the irrigation of the Meadowlakes golf course in lieu of surface water acquired from LCRA is a more efficient, less expensive use of water resources for Meadowlakes and provides Marble Falls with a viable place of reuse for its excess TY1 treated wastewater effluent.
4. Marble Falls and Meadowlakes now desire to execute this Agreement to evidence the agreement of Marble Falls to provide wastewater effluent for irrigation of the Meadowlakes golf course, as more fully defined and under the conditions described in this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Marble Falls and Meadowlakes agree as follows:

ARTICLE I: TERM, TERMINATION, AND EXTENSION

- (a) This Agreement shall be effective as of the Effective Date, and shall be and remain in effect until the cost of construction of the wastewater effluent line described hereafter is paid off, plus an additional two years, and then thereafter until the expiration of ten [10] years (Expiration Date) from the Effective Date, unless sooner terminated or extended as provided herein.
- (b) Marble Falls shall provide Meadowlakes with a monthly invoice throughout the term of this Agreement describing the amount of effluent utilized by Meadowlakes, the cost of the effluent to Meadowlakes and the amount of the corresponding materials/survey credit applied to the effluent charges. All effluent charges incurred by Meadowlakes shall be credited to reimbursement of the

cost of materials until Meadowlakes has been fully reimbursed (“Reimbursement Date”) for its contribution towards the material and survey costs of the pipeline. Thereafter, Meadowlakes may continue to take effluent for a minimum of two (2) years following the Reimbursement Date on an as-needed basis at the rate noted in Article II. Upon the completion of such two year period, Meadowlakes may continue to take effluent at the same Wholesale Rate described in Article II (d) until the Expiration Date, but is not obligated to do so and may at its discretion terminate this Agreement two (2) years from the end of the Reimbursement Date.

(c) The Parties acknowledge that Meadowlakes may elect to expand or enlarge its irrigation so that additional effluent is needed from Marble Falls.

ARTICLE II: PROVISION OF WHOLESALE WASTEWATER REUSE SERVICES

(a) Provision of Wastewater Effluent for Irrigation. Marble Falls will provide treated wastewater effluent (TY1 water) to Meadowlakes for the purpose of irrigating the Meadowlakes golf course as provided hereafter.

(b) Pipe Line. Delivery of the effluent shall be by an eight inch (8”) purple pipe line (“the Line”) to be constructed as depicted in Exhibit “A”, attached hereto, as follows:

(1) Length of the Line is approximately three thousand six hundred feet (3600’) from the existing line at the baseball fields in Marble Falls to the Point of Delivery, as such term is described herein and more particular shown in Exhibit “A”;

(2) Marble Falls shall be responsible for design and construction of the Line, including acquisition of any necessary easements or rights-of-way (within the Marble Falls city limits), and shall use in-house or contract labor and equipment, as required;

(3) Meadowlakes shall be responsible for providing any easements or rights-of-way from the Marble Falls city limits to the Point of Delivery and from the Point of Delivery to the locations Meadowlakes wishes to irrigate.

(4) Meadowlakes shall pay for the cost of materials and for costs associated with any necessary surveys for the Line, which costs are estimated to be forty thousand dollars (\$40,000.00);

(5) The Line shall have adequate valves, stub-outs, and flush valves to allow for future expansion;

(6) The Point of Delivery to Meadowlakes shall be the location depicted in Exhibit “A”. Marble Falls shall be solely responsible for collecting, treating and delivering the TY1 water to the Point of Delivery. Additional delivery points may be provided as mutually agreed by the parties in an amendment to this Agreement. Marble Falls may change the Point(s) of Delivery from time to time following prior written notice to and written approval by Meadowlakes, which approval shall not be unreasonably withheld, denied or delayed.

(7) Meadowlakes shall be responsible for distribution of the TY1 water from the Point of Delivery to the locations it chooses to irrigate.

(c) Payment for Materials. Within fourteen (14) days following the Effective Date, Meadowlakes shall tender or make available to Marble Falls the sum of forty thousand dollars (\$40,000.00) to pay for materials and survey costs needed for construction of the Line. Marble Falls shall thereafter draw against that amount to obtain materials and surveys as needed to complete construction of the Line. Marble Falls shall keep and make available to Meadowlakes receipts for all such materials and surveys and shall furnish any necessary explanation of the need for same upon request. Marble Falls shall notify Meadowlakes immediately if it determines that the cost of materials or surveys will exceed forty thousand dollars (\$40,000.00), and will furnish a full explanation of the reasons for the additional costs. Meadowlakes shall furnish such reasonable additional funds necessary for the payment of such additional costs. In no case will the City of Meadowlakes be required to refund any amount exceeding fifty thousand dollars (\$50,000.00). In the event that either Party is granted a grant from LCRA, or from another entity for this project, then the City of Marble Falls may draw against that grant amount if project costs exceed the aforementioned forty thousand dollars (\$40,000.00), in which case the City of Meadowlakes shall not be obligated to pay for any additional project costs exceeding forty thousand dollars (\$40,000.00).

(d) Wholesale Rate. Following construction of the Line, Meadowlakes shall be charged/invoiced for the amount of effluent used by Meadowlakes at one hundred forty-five dollars (\$145.00) per acre-foot, or forty-four cents (44¢) per thousand (1000) gallons as the Wholesale Rate for Meadowlakes use of the TY1 effluent during the Term of this Agreement. Each invoice will show a 100% credit to Meadowlakes against the effluent charges incurred until the Reimbursement Date. Thereafter, invoices will continue to be provided to Meadowlakes and payment of such invoices shall be due on or before the expiration of thirty (30) days from the date of the invoice. If payment is delinquent for ninety (90) days or more, Marble Falls shall have the right to pursue any remedy available at law or in equity, pending cure of such default by Meadowlakes.

(e) Minimum and Maximum Usage. There shall be no minimum or maximum usage requirement.

(f) Points of Delivery. The Line shall be constructed in order to permit Meadowlakes to accept TY1 effluent from Marble Falls at the Point of Delivery described above and such other Points of Delivery that may be added hereafter. Marble Falls will be responsible for the operation and maintenance of its Wastewater System in compliance with all applicable laws and regulations at all times and for delivery of effluent of suitable quality to the Point(s) of Delivery. Meadowlakes shall be responsible for receiving and using the effluent in compliance with all applicable laws and regulations after accepting the same at the Point(s) of Delivery. Title to the wastewater transported by Marble Falls to Meadowlakes under this Agreement shall remain with Marble Falls at all times until it reaches the Point(s) of Delivery. At the Point(s) of Delivery, title, control and dominion of the wastewater shall pass to Meadowlakes.

(g) Interruption of Service. Marble Falls will take all such action necessary to furnish Meadowlakes with the services contemplated in this Agreement. Temporary or partial failures to receive, treat, deliver, or dispose of wastewater shall be remedied with all possible dispatch. In the event of a failure or anticipated failure to receive wastewater, Marble Falls will notify Meadowlakes promptly and shall work in good faith with Meadowlakes in order to remedy the situation.

(h) Master Meter. Marble Falls shall install, or cause the installation of the master meter and related improvements at the Point(s) of Delivery. Upon completion and acceptance of the master meter and improvements, the same will be part of the Marble Falls System, and Marble Falls will repair, maintain and replace the master meter and improvements as necessary to meet the requirements of this Agreement.

(i) Calibration of Master Meter. The master meter shall be calibrated each calendar year by Marble Falls at its sole cost and expense. Marble Falls shall provide not less than 48 hours prior written notice of each such calibration, and a representative of Meadowlakes may be present to observe each calibration. If, as a result of any test, the Master Meter is found to be registering inaccurately (in excess of manufacturer's standards for the type and size of meter), the readings of the Master Meter shall be corrected at the rate of their inaccuracy for any period which is definitely known or agreed upon and Marble Falls shall pay for the testing or, if no such period is known or agreed upon, the shorter of:

(i) a period extending back either sixty (60) days from the date of demand for the test or, if no demand for the test was made, sixty (60) days from the date of the test; or

(ii) a period extending back one-half of the time elapsed since the last previous test; and the records of the readings, and all payments which have been made on the basis of such readings, shall be adjusted accordingly.

(j) Maintenance of the Line. Marble Falls shall be responsible for maintaining, extending, improving and enlarging the Line or other components of the Marble Falls Wastewater System in order to meet the requirements of this Agreement, and shall promptly repair any leaks or breaks in that System. Each Party shall immediately notify the other Party in the event of a leak or break within their effluent irrigation system, the amount of time necessary to repair the break and shall provide copies of any notices or reports required to be filed with the Texas Commission on Environmental Quality ("TCEQ"). Any notifications required to be reported to TCEQ shall be the responsibility of the Party whose effluent irrigation system incurs the leak or break.

(k) Effluent Quality. Effluent delivered at the Point of Delivery shall meet TCEQ standards for TY1 effluent irrigation. The City of Marble Falls shall not be held responsible for the usage of the effluent beyond the Point of Delivery. Meadowlakes agrees that irrigation within the City of Meadowlakes shall be conducted at all times in compliance with TCEQ rules and regulations related to reuse of treated wastewater effluent.

ARTICLE III. GENERAL PROVISIONS

(a) Wholesale wastewater reuse service commitment not transferable. Marble Falls' commitment to provide wholesale wastewater reuse services under this Agreement may not be assigned or transferred by Meadowlakes in whole or in part without Marble Falls' prior written approval.

(b) Limits on Liability. **IN NO EVENT SHALL EITHER PARTY BE HELD LIABLE OR RESPONSIBLE FOR CLAIMS OR DEMANDS RELATED TO ANY INJURY TO ANY PERSON OR DAMAGE TO ANY PROPERTY RESULTING FROM, ARISING OUT OF OR IN ANY WAY CONNECTED TO THE ACTIONS OF THE OTHER PARTY OR THE CONDITION AND OPERATION OF RESPECTIVE TREATED EFFLUENT SYSTEMS OF EITHER PARTY RELATED TO THIS AGREEMENT. TO THE EXTENT PERMITTED BY LAW, EACH PARTY SHALL PROTECT, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE OTHER PARTY AND ITS AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION BROUGHT OR MADE FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ARISING OUT OF, OR OCCASIONED BY THE ACTS OF THAT PARTY, ITS CUSTOMERS, REPRESENTATIVES, AGENTS, OR EMPLOYEES, IN THE EXECUTION OF THIS AGREEMENT OR ANY OBLIGATION OF EITHER PARTY HEREUNDER.**

(c) Current Revenues. The financial obligations of the Parties under this Agreement shall be paid with current revenues available to each Party.

(d) Contract for Goods and Services. This is a contract for goods and services.

(e) Agreement Subject to Applicable Law. This Agreement will be subject to all valid rules, regulations, and applicable laws of the United States of America, the State of Texas and/or any other governmental body or agency having lawful jurisdiction or any authorized representative or agency of any of them.

(f) Cooperation to Assure Regulatory Compliance. The Parties must comply with all federal, state, and local requirements to obtain permits, grants, and assistance for system construction, studies, and each party will cooperate in good faith with the other party at all times to assure compliance with any such governmental requirements where noncompliance or non-cooperation may subject the parties to penalties, loss of grants or other funds, or other adverse regulatory action in the performance of this Agreement.

(g) Default. In the event that either Party shall default in the performance of any material obligation hereunder, the non-defaulting Party shall provide the defaulting Party with written notice of the default and the defaulting Party shall have thirty (30) days to cure the same. In the event of failure to cure, the non-defaulting Party shall have the right to pursue any remedy available at law or in equity against the other Party.

(h) Notice of Default; Cure. In the event that either Party shall default in the performance of any material obligation to be performed by such Party under this Agreement, then the non-defaulting

Party shall give the defaulting Party at least thirty (30) days' written notice of such default and the opportunity to cure same. Thereafter, in the event such default remains uncured, the non-defaulting Party shall have the right to pursue any remedy available at law or in equity, pending cure of such default. If either Party institutes legal proceedings to seek adjudication of an alleged default under this Agreement, the prevailing Party in the adjudication shall be entitled to its reasonable and necessary attorneys' fees. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT IS SUBJECT TO SUBCHAPTER I, CHAPTER 271, TEXAS LOCAL GOVERNMENT CODE.

(i) Amendment. This Agreement may be amended or modified only by written agreement duly authorized by the respective governing bodies of Marble Falls and Meadowlakes and executed by duly authorized representatives of each.

(j) Necessary Documents and Actions. Each Party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.

(k) Entire Agreement. This Agreement constitutes the entire agreement of the Parties and this Agreement supersedes any prior or contemporaneous oral or written understandings or representations of the Parties regarding Wholesale Water or Wastewater Service by Marble Falls to Meadowlakes.

(l) Applicable Law and Venue. This Agreement will be construed under and in accordance with the laws of the State of Texas, and venue for any action arising under this Agreement will be in Burnet County, Texas.

(m) No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than to the Parties, any rights, benefits, or remedies under or by reason of this Agreement.

(n) Duplicate Originals. This Agreement may be executed in duplicate originals each of equal dignity.

(o) Notices.

Any notice required under this Agreement may be given to the respective Parties by deposit in regular first-class mail or by hand-delivery and by email to the address of the other party shown below:

<u>Marble Falls:</u> City of Marble Falls Attn: City Manager 800 Third Street Marble Falls, Texas 78654 Email: mhodge@marblefallstx.gov	<u>Meadowlakes:</u> City of Meadowlakes Attn: City Manager 177 Broadmoor Suite A Meadowlakes, Texas 78654 Email: jthompson@meadowlakestexas.org
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(p) Severability. Should any court declare or determine that any provisions of this Agreement is invalid or unenforceable under present or future laws, that provision shall be fully severable; this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in place of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. Texas law shall govern the validity and interpretation of this Agreement.

(q) Records. Marble Falls and Meadowlakes each agree to preserve, for a period of at least two years (or as otherwise required by records retention or TCEQ requirements) from their respective dates of origin, all books, records, test data, charts and other records pertaining to this Agreement. Marble Falls and Meadowlakes shall each, respectively, have the right during reasonable business hours to inspect such records to the extent necessary to verify the accuracy of any statement, charge or computation made pursuant to any provisions of this Agreement.

(r) State Approval; Compliance with TCEQ Rules. Anything herein to the contrary notwithstanding, it is the intention of the Parties that this Agreement fully comply with the requirements of the TCEQ. If, at any time, it is determined that this Agreement does not comply with all applicable TCEQ requirements, the Parties agree to cooperate to modify this Agreement in order to effect such compliance.

(s) Force Majeure. If any Party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement, other than an obligation to pay or provide money, then such obligations of that Party - to the extent affected by such Force Majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time - shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. Such cause, as far as possible, shall be remedied with all reasonable diligence. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the affected party, and that the above requirements that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demand of the opposing party or parties when such settlement is unfavorable to it in the judgment of the affected Party.

(t) Good Faith. Each Party agrees that, notwithstanding any provision herein to the contrary (i) it will not unreasonably withhold or condition or unduly delay any consent, approval, decision, determination or other action which is required or permitted under the terms of this Agreement, and (ii) it will act in good faith and shall at all times deal fairly with the other Party.

(u) Authority of Parties Executing Agreement, Validity. By their execution, each of the individuals executing this Agreement on behalf of a Party represents and warrants to the other Party that he or she has the authority to execute the document in the capacity shown on this document. Each of the Parties further represent and warrant that this Agreement constitutes a valid and binding contract, enforceable against it in accordance with its terms.

(v) Effective Date. This Agreement will be effective from and after the Effective Date first written above.

EXECUTED and EFFECTIVE as of this _____ day of _____, 2017.

CITY OF MEADOWLAKES
Burnet County, Texas

By: _____
_____, Mayor

Attest:

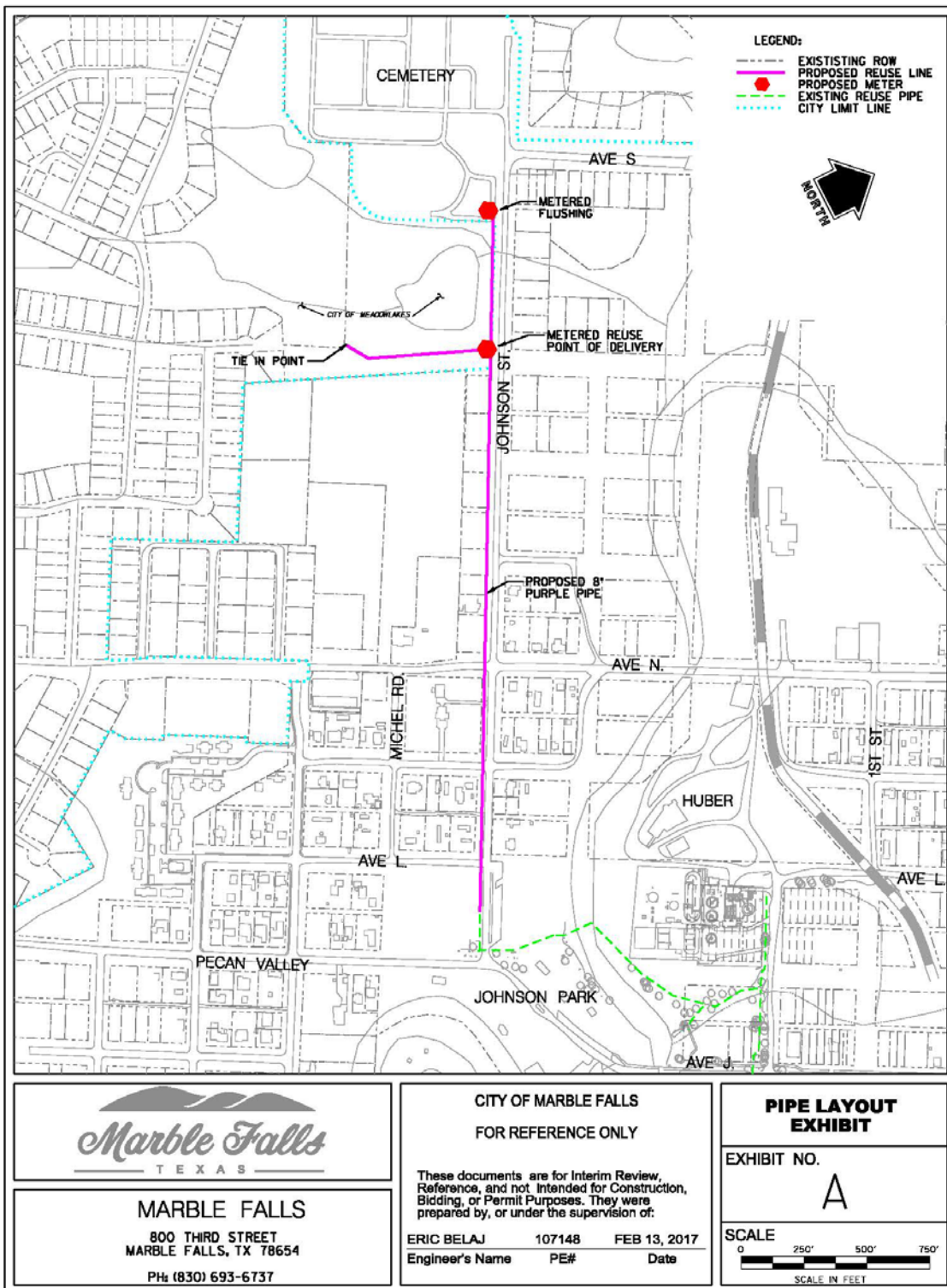
_____, City Secretary

CITY OF MARBLE FALLS
Burnet County, Texas

By: _____
John Packer, Mayor

Attest:

Christina McDonald, City Secretary



February 21, 2017

7. REGULAR AGENDA

- (c) Discussion and Action authorizing the City Manager to enter into a Memorandum of Agreement between the City of Marble Falls and the Marble Falls Independent School District in order to provide improved services and facilities at the soccer, baseball, and softball fields currently known as the Rotary Fields. **Mike Hodge, City Manager**
-



Council Agenda Item Cover Memo

February 21, 2017

Agenda Item No.: 7(c)

Presenter: Mike Hodge

Department: Administration

Legal Review: ☒ **Not Applicable** ☐

AGENDA CAPTION

Discussion and Action authorizing the City Manager to enter into a Memorandum of Agreement between the City of Marble Falls and the Marble Falls Independent School District in order to provide improved services and facilities at the soccer, baseball, and softball fields currently known as the Rotary Fields.

BACKGROUND INFORMATION

The City of Marble Falls (City) and the Marble Falls Independent School District (MFISD) have prepared the attached Memorandum of Agreement (MOA) with regards to the recreational facilities located behind and adjacent to the MFISD Administration Building at 1800 Colt Circle for the purpose of combining resources to provide improved facilities to the community as well as establish and document the responsibilities of each party.

The City currently conducts routine maintenance at and provides utilities to the recreational facilities, although this agreement had never been established in a formal document. This MOA will document our responsibilities as they are currently; and, will have little to no effect on how the parties currently work together to provide youth sports programming, suitable facilities, and maintenance of those facilities

Additionally, the City may elect to assist with improvements as necessary in order to enhance the facilities as well as manage the fields for use by the public. The Rotary Fields are currently being utilized by the Marble Falls Youth Baseball/Softball Association (MFYBSA) and Granite Country Youth Soccer Association (GCYSA). Use of these facilities is authorized in a thirty-four (34) year Lease Agreement between these two organizations and MFISD commencing in 2010. This Lease Agreement will remain in effect for the remainder of the term; and, will be supplemented with a Facility Use Agreement between the MFISD, City, MFYBSA, and GCYSA.

The Memorandum of Agreement may also serve as a template for cooperative projects between the MFISD and City in the future.

Please find the Memorandum of Agreement and supporting documentation here including the Facility Use Agreement referenced in the MOA.

**MEMORANDUM OF AGREEMENT BETWEEN
MARBLE FALLS INDEPENDENT SCHOOL
DISTRICT AND THE CITY OF MARBLE FALLS,
TEXAS**

This Memorandum of Agreement is being executed and made between **MARBLE FALLS INDEPENDENT SCHOOL DISTRICT**, an independent school district and political subdivision of the State of Texas (the “District”), and the **CITY OF MARBLE FALLS, TEXAS**, a home rule municipal corporation organized under the laws of the State of Texas (the “City”), acting by and through its duly authorized representative.

WHEREAS, the District and the City have discussed and agree that each political subdivision can improve service of recreational needs of community and surrounding area by cooping resources and services.

WHEREAS, the District is the owner of property that encompasses a portion of land currently used as soccer, baseball, and softball fields, here and after referred to as the “Recreational Facilities”; the general location of which is detailed in the attached Exhibit A.

WHEREAS, the District and the City have discussed the need for improving the Recreational Facilities to serve the students and residents of the Marble Falls community and surrounding area; and

WHEREAS, the City desires to work together with the District to make available well maintained Recreational Facilities for use by the students and residents of the community; and

WHEREAS, the City has determined that the contribution by the City of Marble Falls to conduct regular ground maintenance, irrigation system maintenance and provide utility service for the Recreational Facilities will help to provide benefits to students and residents in the area of Marble Falls;

NOW, THEREFORE, for and in consideration of the covenants, conditions and undertakings hereinafter described, and the benefits to accrue to the District and its students and the residents of the City of Marble Falls community, the parties enter into this Memorandum of Agreement, covenant and agree as follows:

1. The District agrees to provide utilization and access to Recreational Facilities, by the City to be programmed or scheduled for use by the community consistent with Paragraphs 3 and 7. Herein, for the area detailed in Exhibit “A”, which shall be located on District owned land and/or buildings.
2. The City agrees to conduct regular ground maintenance at and provide utility services to the Recreational Facilities during the term of this agreement as necessary and in accordance with the requirements of the District. The City’s provision of utility services shall include the

extension of water utilities and installation of an irrigation system at the City's sole cost and expense, together with the City's agreement to be responsible for the costs of water used at the Recreational Facilities. The City shall also maintain the grounds including the ball fields and soccer field located at the property owned by the District detailed in Exhibit A.

3. The City shall be responsible for the scheduling of the use of the Recreational Facilities outside of regular school hours or as agreed to by the District. The City shall provide for School Superintendent or designee, approval of a Facility Use Agreement for organizations' use of the Recreational Facilities and will provide copies of Agreements to the District.
4. At the District's request, the City may provide resources as necessary and within their capacity to assist with improvements of the Recreational Facilities. These resources may include use of City labor and equipment or third party labor and equipment, or materials.
5. The City will provide at its sole cost and expense all necessary and regular grounds maintenance, irrigation system maintenance and provide utilities to the Recreational Facilities.
6. Access to the Recreational Facilities shall be provided as necessary to allow City Staff to perform regular maintenance, assist with improvements to the Recreational Facilities, and as necessary to provide access to third party contractors retained by the City for installation and maintenance of the grounds and irrigation systems.
7. Except for the scheduling priority discussed in paragraph 3 above, use of the Recreational Facilities by such parties shall be in accordance with the District's Board Policy, including any applicable insurance requirements.
8. This Agreement shall not be assignable by any Party without the prior written consent of the other Party.
9. No waiver or consent, express or implied, by any Party to or of any breach or default by any Party in the performance by such Party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such Party of the same or any other obligations of such Party hereunder. Failure on the part of a Party to complain of any act of any Party or to declare any Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of its rights hereunder until the applicable statute of limitation period has run.
10. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, representatives, successors and assigns where permitted by this Agreement.
11. The City shall provide proof of insurance to the District in amounts and coverages acceptable to the District during the term of this Agreement. The City agrees to and shall require any contractors or subcontractors performing any work related to or in connection with the City's obligations to carry and maintain insurance coverage in the types and amounts as follows:

Workmen's Compensation: All liability arising out of the employment of workers and anyone for whom such employer shall be liable for Worker's Compensation claims.

Employer's Liability	\$1,000,000.00
Commercial General Liability:	
Each Occurrence	\$1,000,000.00
General	
Aggregate	\$2,000,000.00
Products and Completed Operations	\$1,000,000.00
Property Damage	\$1,000,000.00 (each occurrence) \$2,000,000.00 (aggregate)
Independent Contractors	(same limits as above)
Contractual Liability	(same limits as above)
Coverage shall include:	
Premises - Operations	
Independent Contractors	
Products - Completed Operations	
Contractual Liability	
Broad Form Property Damage	
Comprehensive Automobile Liability: Owned, Non-Owned, and Hired Combined Single Limit	\$300,000.00

12. All work shall be performed at times that minimize interruption to regular District activities and operation. The City shall protect the safety of pedestrian and vehicle traffic through and near the Recreational Facilities. All necessary safety precautions shall be exercised by the City.
13. All work shall comply with any applicable, codes, as revised and latest supplements thereto. All work shall comply with all laws, rules, and regulations of Burnet County, the State of Texas, and the United States of America.
14. **CITY AND DISTRICT EACH AGREE TO THE EXTENT ALLOWED BY LAW TO PROMPTLY DEFEND, INDEMNIFY AND HOLD EACH OTHER HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS CAUSES OF ACTION, AND JUDGMENTS FOR (A) DAMAGES TO THE LOSS OF PROPERTY OF ANY PERSON; AND/OR (B) DEATH, BODILY INJURY, ILLNESS, DISEASE,**

LOSS OF SERVICES, OR LOSS OF INCOME OR WAGES TO ANY PERSON, ARISING OUT OF INCIDENT TO, CONCERNING OR RESULTING FROM THE NEGLIGENCE OR WILLFUL ACT OR OMISSIONS OF EITHER PARTY AND THEIR RESPECTIVE AGENTS, OFFICERS, AND OR EMPLOYEES IN THE PERFORMANCE OF THEIR ACTIVITIES OR DUTIES PURSUANT TO THIS AGREEMENT.

15. The term of this Agreement shall continue so long as the Recreational Facilities are used for such or similar purposes as provided herein by the District. Either Party may terminate this Agreement upon thirty (30) days' notice to the other Party.

IN WITNESS WHEREOF, the parties have executed and attested this Agreement by their officer's thereunto duly authorized as of the dates written below.

MARBLE FALLS INDEPENDENT SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

By:

CITY OF MARBLE FALLS, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

By: Christina McDonald, City Secretary

Recreational Facilities



- Marble Falls City Limit
- Marble Falls ETJ
- City Streets
- Railroad
- School District Property
- Highland Lakes System

Data displayed were gathered by the City of Marble Falls for municipal planning purposes. No guarantee is made regarding suitability for any other use or purpose.

08/30/16 09:28



Facility Use (License) Agreement

This license agreement for the use of recreational facilities is designed to ensure that recreational facilities owned by the Marble Falls Independent School District located at _____ are utilized efficiently and safely.

All Marble Falls athletic programs are intended to enhance and enrich the interests of our citizens and to promote participation in wholesome recreational activities. With this in mind, the Marble Falls ISD, City of Marble Falls and all sports organizations/associations agree to share the responsibility of maintenance and care of the facilities located at _____. It is also agreed that the development, improvement, and expansion of athletic facilities, amenities, and programming is a cooperative effort that requires the input of resources by the sports organizations/associations and the City.

In order to establish a mutual understanding and working relationship between various organizations/associations and the use of Marble Falls ISD property located at _____ through scheduling with City of Marble Falls, the following is agreed to by all parties concerned.

I. Parties and facility

The Marble Falls ISD and the City of Marble Falls enter this agreement with the following organization/association/entity:

Name of Entity:

Address:

Telephone:

Contact Person(s) & Phone Numbers:

for the sole purpose of permitting the licensee the right to play, practice, watch games and related activities, subject to the agreement terms and conditions cited herein, upon the following facilities owned by the Marble Falls ISD, to wit: During its season which generally extends from _____ at (facility location) _____.

II. Term and option to renew

A. This agreement will allow priority use of the named facility for a term of five (5) years beginning on the date of full execution hereof, unless terminated by either party for any reason or no reason at all upon thirty (30) days advance written notice to the other party. Any such termination shall occur with no penalty to the terminating party.

B. Renewal of this agreement for an additional term will be conditioned upon the following terms:

1. That a request for renewal be initiated at least ninety (90) days before the expiration of the initial five (5) year term.
2. That the organization/association provides the following information at the start of each season (or, as the information becomes available):
 - ◆ Current constitution and by-laws for organization
 - ◆ List of current officers and board members with addresses and phone numbers
 - ◆ Current Certificate of Membership with established State or National Organization/Association engaged in league play format
 - ◆ Annual calendar of events (including practices, games, and tournaments)
 - ◆ Current general liability insurance policy

III. General Agreements

1. The existence of this Agreement is expressly subordinate to the present and future right of the Marble Falls ISD to use this property in any manner authorized by law. This Agreement is also subordinate to any easements, utility easements, rights of way, or other property interests recorded and associated with the property.
2. The Parks and Recreation Department of the City of Marble Falls will review existing agreements every five (5) years with the Marble Falls ISD and each organization/association for the determination to be made whether to continue the agreement for another lease period based on previous compliance with rules, regulations and procedures.
3. The City of Marble Falls Parks and Recreation Department will make meeting space available at the Lakeside Pavilion to each organization, no more than two times a year, for organization/board meetings or registration events. Meetings times are subject to availability and must be scheduled Monday through Thursday. Meetings may not extend past regular facility hours.
4. Use of the Marble Falls ISD facilities described herein during the terms of the agreed upon "league season" is restricted to youth organizations/associations that are members of and/or affiliated with an established state or national organization/association engaged in a league play format.

5. Use of any city facility under this agreement is restricted to organizations that operate as a non-profit organization/association in good standing, as set forth by the Internal Revenue Service. Other uses of the facility must have Marble Falls ISD approval.
6. Intentionally deleted.
7. No organization/association shall be allowed to make any construction or alterations to the on the Marble ISD facilities described herein
8. The organization/association will be responsible for the league organization, operation, administration, and programming.
9. All persons will be offered the opportunity to participate in all the organization's/association's programs regardless of gender, race, national origin, religion, or disability in accordance with present state or federal law.
10. The organization/association will not enter into sub-leases/rental agreements with third parties for use of Marble Falls ISD facilities.
11. All league officials, coaches, and managers must have a current criminal history background check on file and these records are subject to a routine review by the City of Marble Falls Director of Parks and Recreation or designee.
12. The Marble Falls ISD reserves the right to close the recreational facilities due to weather, field conditions, or other unsafe conditions.
13. The Marble Falls ISD has the right to enter the facilities at all time.
14. Marble Falls ISD has the right to use and/or permit other individuals or groups to use the publically accessible portions of the premises whenever the facility(s) are not in use by an organization/association.
15. The City of Marble Falls and the Marble Falls ISD will be notified of and allowed representation at all Board Meetings that involve topics or discussions related to the use of the facilities covered under this Agreement.

IV. Obligation of the City

The City will schedule the use of the facility, subject to approval by the Marble Falls ISD.

V. Obligation of Youth Sports Organization/Association

1. The organization/association will, at all times during the term of this agreement, maintain in effect Comprehensive General Liability insurance covering the organization's program(s) at the facility against claims for personal injury, death or damage to property

to the limit of not less than one-million dollars (\$1,000,000.00) per occurrence. **The Marble Falls ISD will be named as an additional insured** on such policy and will be entitled to thirty (30) days' notice of cancellation or changes of any kind regarding such insurance and certificates of insurance will be provided to the city prior to the agreement becoming valid.

2. The organization/association will indemnify, defend, and hold harmless the Marble Falls ISD and its officers, agents, and employees from and against any and all suits, actions, or claims of any character, type or description, including all expenses of litigation, court cost, and attorney's fees, brought or made for or on account of any injuries or damages received or sustained by any person or persons or property, arising out of or occasioned by, the act or failure to act by the organization/association or its agents, volunteers or employees in the use of the facilities as set forth in this agreement.
3. Each organization/association will be responsible for obeying city ordinances as well as the conduct of its spectators, participants, league officials, and coaches. Each organization/association will be responsible for complying with all applicable Marble Falls ISD Board Policies.
4. The organization/association will be responsible for all game day preparations of fields including infield preparation and marking/painting fields.
5. The organization/association will be responsible for safely securing goals and other equipment during games and when NOT in use.
6. The organization's/association's liaison will submit, in writing (email is acceptable), a list of maintenance requests at least three (3) weeks prior to the beginning of a league season to the City of Marble Falls Superintendent of Parks for consideration.
7. The organization/association will report any maintenance needs, facility damage, dangerous or unsafe conditions, or unusual or suspicious situations to the City of Marble Falls Superintendent of Parks at (830) 798-6250 in a timely manner.
8. It is the league's responsibility to notify the City of Marble Falls Parks and Recreation Department of any changes or additions to their calendar of events to avoid schedule conflicts.
9. The organization/association will:
 - A. Prohibit its coaches and players from kicking, throwing or hitting balls into any fences or vegetation unless it occurs in the natural course of a game. Failure to enforce this policy may result in the organization incurring costs associated with the repairs of the fencing.
 - B. Be responsible for policing the area of all trash, garbage, paper, boxes, cartons, cans, containers, litter, etc. All such items will be placed in trash receptacles.

This policy includes all fields, restrooms, concession stands, storage areas, commons areas, and parking lots.

C. Shall not leave or store equipment on the facilities.

10. The organization/association will have at least one identified league official on duty at all games to supervise activities and conduct, including supervision of parking lots, when possible.
11. The organization/association will have an official or assigned field coordinator inspect every field (playing surfaces) on regular basis for any safety concerns such as holes in the field, non-functioning security lights, malfunctioning irrigation systems or anything that might be a hazard. This list should be submitted to the City of Marble Falls Superintendent of Parks in writing.
12. The organization/association should adhere to and train all coaches, league officials, and managers to comply with safety regulations regarding weather hazards including lightning, rain, high winds, etc. The league official on duty will be responsible for suspending play due to weather conditions.
13. In case any one or more of the provisions contained in this agreement will for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision thereof and this agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Nothing in this agreement will be construed to make the Marble Falls ISD, the City of Marble Falls, or its respective agents or representatives of either the school district or the city liable in situations in which it is otherwise immune from liability.

Each party represents to the other that the individual signing this agreement below has been duly authorized to do so by its respective governing body and that this agreement is binding and enforceable as to each party.

I have read and I understand the policies and regulations stated herein and agree to abide by them. Failure to abide by these policies and/or regulations may be cause for the revocation of this license agreement.

This agreement will be effective from _____, 20____ through _____, 20____ but may be terminated sooner in accordance with the terms of this agreement.

Signed in duplicate, this _____ day of _____ 20____.

CITY OF MARBLE FALLS:

LICENSEE:

City Manager

Name: _____

Title: _____

Authorized Organization/Assoc. Representative

MARBLE FALLS INDEPENDENT SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

ATTACHMENTS:

- ◆ Current constitution/articles and by-laws for organization
- ◆ List of current officers and board members with addresses and phone numbers
- ◆ Current Certificate of Membership with established State or National Organization/Association engaged in league play format
- ◆ Annual calendar of events (including practices, games, and tournaments)
- ◆ Current general liability insurance policy **with Marble Falls ISD named as additional insured**

February 21, 2017

7. REGULAR AGENDA

- (d) Discussion and Action on an appointment to Place 7 of the Parks and Recreation Commission. **Christina McDonald, City Secretary**
-



Council Agenda Item Cover Memo

February 21, 2017

Agenda Item No.: 7(d)

Presenter: Christina McDonald, City Secretary

Department: Administration

Legal Review: ☐ **Not Applicable** ☒

AGENDA CAPTION

Discussion and Action on an appointment to Place 7 of the Parks and Recreation Commission.

BACKGROUND INFORMATION

Place 7 of the Parks and Recreation Commission is vacant due to the recent resignation of Dave Rhodes when he filed for a place on the May Council Election ballot.

Staff has one application (Dedrick Thompson) on file (and attached) for Council's consideration.

The appointee will serve the remainder of the two year term which expires January 2019.



RECEIVED
JAN 20 2017
City of Marble Falls
City Secretary's Office

APPLICATION FOR APPOINTMENT TO A CITY BOARD OR COMMISSION

NAME: Dedrick C. Thompson DATE: 1/19/17
ADDRESS: 303 AVE U (This application will expire 2 years after this date)

HOME PHONE: (512) 588-0080 CELL PHONE: (512) 755-7671
E-MAIL ADDRESS: dedrickc.thompson@gmail.com

PLACE OF EMPLOYMENT: Disabled Veteran
POSITION AND TITLE: _____

BOARD OR COMMISSION APPLYING FOR: Park & Recreation

If applying for the Planning & Zoning Commission please indicate if you own real property within the City Limits:
☐ Yes ☐ No

If applying for the TIRZ Board please indicate if you own real property within the TIRZ: ☐ Yes ☐ No
or indicate if you are you an employee or agent of a person who owns real property in the TIRZ? ☐ Yes ☐ No
(If yes please attached letter from property owner designating you as the employee or agent.)

Resident of the Marble Falls Corporate City Limits? ☒ Yes ☐ No If yes, how long? 4 years
If no and applying for the Marble Falls Economic Development Corporation Board applicant must be a resident of Burnet County and reside within 10 miles of the corporate boundary of the city.

Qualified Voter? ☒ Yes ☐ No Voter Registration Number: _____
Voted in the last city election? ☐ Yes ☐ No

Are you in arrears on any City of Marble Falls taxes or other liabilities due the City of Marble Falls? ☐ Yes ☒ No
(Arrears is defined to mean that payment has not been received within ninety (90) days from due date.)

Have you ever been convicted, plead guilty, plead no contest to, or received deferred adjudication for a felony?
☐ Yes ☒ No

List current and past service on any boards or commissions. (Please include dates of service): _____

State why you wish to serve:

I have 4 children all under the age of 13. We use the park facilities on a consistent basis. My goal would be to bring diversity to this department with my ideas. My oldest son is autistic and I've noticed that there aren't many sensory based objects on any of our many playgrounds or parks for that matter. Our town is rapidly growing which means we are attracting families from many walks of life and backgrounds. I believe I can assist in meeting these needs.

What qualifications or talents would you bring to a City Board or Commission?

I am a people person. I have the ability to engage and build rapport with people almost instantly. My background is in sales and customer service. I have served in leadership capacity for over 12 years at Smoking for Jesus Ministry.

What are your top three goals and objectives for the board or commission you are applying for?

- # 1 Diversifying the outlook of our community.
- # 2 Accommodating families recreational needs outside of home.
- # 3 Building stronger interactions in our communities through park gatherings and other events.

If a position on the board or commission to which you are applying is not available at this time, please indicate if you would be willing to serve on any of the following boards or commissions:

Cemetery Board – (Part of Parks & Recreation Commission)

☐ Yes ☐ No

Capital Improvement Plan Committee – (Meets quarterly)

☐ Yes ☐ No

Construction Advisory and Appeals Board – (Meets as needed)

☐ Yes ☐ No

Please check all that apply:

☐ Architect (AIA)/Engineer (PE)

☐ Commercial Building Contractor

- ☐ Residential Building Contractor
- ☐ Master Electrical Contractor licensed by the State
- ☐ HVAC Contractor licensed by the State
- ☐ Master Plumber licensed by the State
- ☐ Citizen (Must have no financial interest in the building construction industry, real estate development, sales or management or a utility company, except as he or she may have as an owner or occupant of a dwelling)
- ☐ Commercial Business Owner

Economic Development Corporation - (Meets 1st Wednesday of month @ noon)

☐ Yes ☐ No

Ethics Review Commission – (Meets as needed)

☐ Yes ☐ No

Hotel Motel Tax Advisory Committee - (Meets quarterly)

☐ Yes ☐ No

Planning & Zoning Commission - (Meets 1st Thursday of month @ 6:00 pm)

☐ Yes ☐ No

Parks & Recreation Commission - (Meets 1st Monday of month @ noon)

☒ Yes ☐ No

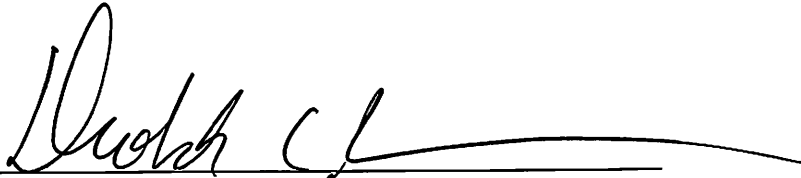
Tax Increment Reinvestment Zone (TIRZ) Board - (Meets as needed)

☐ Yes ☐ No

PLEASE PROVIDE ALL INFORMATION REQUESTED. INCOMPLETE APPLICATIONS WILL NOT BE CONSIDERED FOR BOARD/COMMISSION APPOINTMENTS.

DISCLAIMER AND SIGNATURE: I hereby request consideration for appointment to a board or commission of the City of Marble Falls, Texas. I certify that my answers above are true and complete. I understand that the information contained in this application may be considered, among other criteria, qualifications and/or information, by the City Council in its evaluation for the position being sought. I further understand that should I be appointed to any City of Marble Falls Board or Commission, I serve at the pleasure of the City Council and may be removed from said position at any time and for any reason or no reason at all, with or without notice. I also understand that should I be appointed to a City of Marble Falls Board or Commission, I must be responsible for a creditable record of attendance and performance. If this application leads to my appointment to a position on a City of Marble Falls Board or Commission, I understand that false or misleading information in my application may result in my removal from the position

I also acknowledge that this information may be made available to the public and the application will be maintained in the City's active files for two years from the date of application. I understand that should I not be appointed to a City of Marble Falls Board or Commission, this application and any other records obtained, collected or otherwise prepared regarding this application shall be maintained in accordance with the Texas Public Information Act and the City of Marble Falls' document retention schedule.


Applicant Signature

1/19/17
Date

OFFICE USE ONLY: (Applications will be kept on file for a period of two years in the City Secretary's office.)

Date application received:

1/20/17

Date of first contact:

1/31/17

Still interested? ☐ Yes ☐ No

Date of second contact:

Still interested? ☐ Yes ☐ No

Date of appointment:

RETURN COMPLETED APPLICATION TO:
City Secretary's Office
City of Marble Falls
800 Third Street, Marble Falls, Texas 78654
Phone: (830) 693-3615 • Fax: (830) 693-6737



**City of Marble Falls, Texas
Council Agenda Item Cover Memo
February 21, 2017**

Agenda Item: Executive Session
Prepared By: Christina McDonald, City Secretary
Department: Administration
Submitted By: Christina McDonald, City Secretary

AGENDA CAPTION

EXECUTIVE SESSION

CLOSE OPEN SESSION AND CONVENE EXECUTIVE SESSION pursuant to §551.071 (*Private Consultation between the Council and its Attorney*) and §551.072 (*Deliberation regarding the Purchase, Exchange, Lease or Value of Real Property*) of the Open Meetings Act. Tex. Gov't. Code, Council will meet in Executive Session to discuss the following:

- Consultation with City Attorney regarding the City's authority to regulate electronic signs
- Transfer of real property to Habitat for Humanity

CERTIFICATION:

I hereby certify that I have reviewed the proposed topic for the Executive Session described herein and in my opinion, the Texas Open Meetings Act authorizes the Marble Falls City Council to meet in Executive Session and to deliberate regarding the subject matter contained in this cover memo.

Signed this _____ day of _____, 2017.

City Attorney